

REQUEST FOR PROPOSAL

for

As-Needed Air Quality Consulting Services

23-24/17

(Portions of this work may be Federally funded.)



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

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 | As-Needed Air Quality Consulting Services |
| Proposal Type | Professional Services |
| Proposal Number | 23-24/17 |
| Proposal Issued | February 2, 2024 |
| Department Requesting Services | Environmental Programs and Planning |
| Non-Mandatory Pre-proposal Meeting | February 15, 2024 at 1:00 P.M. (Pacific Time) Zoom Meeting: https://portoakland.zoom.us Meeting ID: 923 2599 6554 Passcode: 978685 |
| Scheduled Publication Date | February 2, 2024 |
| Proposal Due Date and Time | March 14, 2024 until 11:00 a.m. |

Instructions for Submitting Proposals

| | |
|------------------------------------|---|
| Electronic Delivery Address | https://lf.portoakland.com/ Please login to Liquid Files at the above listed URL and click on the "Register" button to upload your proposal to nsioson@portoakland.com . Do not email your proposal to the buyer directly. Your proposal must be uploaded to the Liquid Files' site to be accepted by the Port. Once your Proposal has been uploaded to Liquid Files, you will receive a copy of the email that Liquid Files generates to the buyer with your proposal. (Note: Liquid Files limits the file size to a maximum of 3 Gigabytes (GB), and there will be a slight delay as to when Liquid Files emails your Proposal to the buyer, so please upload your files early so that they will be received by the due date and time.) |
| Submittal Copies | One (1) Original proposal as a single file in Adobe Portable Document Format (pdf) transmitted to the above listed Buyer <u>via Liquid Files</u> . (If your file size is larger than 3 GB, please modify it to be less than 3 GB.) |
| Late Submittals | Electronic Proposals received after the Proposal Due Date and Time stated above will not be downloaded by the Port. |

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

| Location | Address |
|----------|--|
| Physical | Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140 |
| 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 | Nickulaus Sioson Email: nsioson@portoakland.com |
| Question/RFI Due Date | February 23, 2024 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 | February 29, 2024 All pertinent questions will be responded to via addendum emailed to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form. |

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 Disadvantaged Business Enterprise (DBE) Program A. Quarterly Report—Utilization of Disadvantaged Business Enterprise B. Final Report—Utilization of Disadvantaged Business Enterprise | No (Note: Quarterly and Final reports are required after contract award.) |
| 6 | Disadvantaged Business Enterprise Program Affidavit A. Consultant/Subconsultant Participation List B. Interested Parties List C. Chart for Submitting Date on Local Certified Businesses | 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 prior to entering into contract with the Port of Oakland) |
| 8 | Statement of Living Wage Requirements | Yes |
| 9 | Supplier Insurance Requirements | No |

| Title | | Must Be Returned with Proposal |
|-------|--|--|
| 10 | Insurance Acknowledgement Statement | Yes |
| 11 | Standard Professional Services Agreement | <p>No</p> <p>(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.)</p> |

I. Project Overview

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, Utilities, and approximately 19 miles of waterfront. The Oakland seaport is one of the ten busiest container ports in the U.S.; Oakland International is the second busiest Bay Area airport as measured by aircraft activity and passenger and cargo volumes in 2022; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and customers, the Port supports more than 98,000 jobs across the region and over 1 million jobs across the United States. The Port is an independent department of the City of Oakland (City) established under the City's Charter and is a municipal corporation, acting by and through its Board of Port Commissioners.

The Port expects that consultants or consulting teams, comprising the Proposer as the prime consultant and supporting sub-consultants to address specialized areas of expertise, will be most likely to respond. The Port intends to award up to five (5) separate contracts, including up to one (1) contract for designated qualified Small Business Enterprise (SBE) or Very Small Business Enterprise (VSBE). The Port anticipates executing each contract for a term of up to five (5) years and an estimated contract value of \$600,000, pending approval by the Board of Port Commissioners (Board). However, the actual volume of work could vary; execution of an Agreement will not constitute any guarantee of business or level of compensation.

Note that the number of contracts, the contract value, the timing of contract execution, and the duration of contracts are subject to change until adopted by the Board. Contracts will be managed by the Port's Environmental Programs and Planning (EPP) staff member. Portions of this work may be funded by Federal and State grant funding. The successful Respondent will be required to comply with any additional Federal or State funding requirements.

The Environmental Programs and Planning Division (EP&P) guides the Port's environmental policies, manages environmental compliance for Port operations, provides entitlements for the Port's revenue divisions, and follows through on environmental commitments, among other responsibilities, such as:

- a) Environmental policy tasks including recommending Board and organizational approaches to managing and mitigating environmental issues; analyzing technical reports and advising colleagues on environmental legislation and regulations; and participating in regional, State and national environmental policy efforts and organizations;
- b) Implementing the Port's Zero Emissions initiatives such as supporting electric, hydrogen, or other alternative fuel vehicle infrastructure and fleet conversion;
- c) Obtaining and maintaining regulatory permits;
- d) Obtaining voluntary environmental certifications;
- e) Monitoring and compliance with new regulations;
- f) Tracking and applying for grants;
- g) Entitlements, including managing CEQA and NEPA environmental assessment documents; and
- h) Managing reports, field studies, and permit condition implementation.

The Port is a sustainability leader in the goods movement industry, partnering with regulatory agencies, neighboring cities, tenants and private sector partners to improve the environment, social responsibility and the economy. The Port commits to incorporating zero emissions operations and climate resiliency considerations into its planning, management, development, operations, goal setting, and performance measuring processes at the Port.

Achieving zero emissions is a bold and transformative policy direction that will require changes to equipment, operations, fueling, and infrastructure. Environmental initiatives include electrified airport

ground support equipment, seaport cargo-handling equipment hybrid retrofits, drayage truck replacements, shore power for ocean-going vessels, and gateside power for aircraft. All of these efforts mark significant contributions to achieving the Port's goal of zero emissions operations. Additional zero emissions projects and supporting electrical infrastructure improvements are either in progress or coming in the near future. The Port continues to seek efficiencies in the design of its infrastructure and facilities layout, such as marine terminals and access roads, as well as information technology systems to provide for less-congested operations at the Seaport and Airport, thereby contributing to emissions reductions. The Port also continues to review alternative fuel sources such as hydrogen as another energy source to support the Port's zero emissions goal.

In order for Environmental Programs and Planning to provide timely project turn-around to its clients, including regulatory agencies, and to supplement the Port's expertise and existing resources, staff rely on environmental consulting firms for as-needed environmental professional services.

II. Scope of Services

A. Air Quality Consulting Services Implementation

An EPP staff will be assigned as Contract Manager for each Consultant contract. An EPP staff will also serve as Project Manager and provide project oversight and guidance for specific projects. The EPP project manager for a project will not necessarily be the EPP contract manager. Each project will be initiated by the EPP Project Manager and through collaboration with the Consultant, a detailed scope of work will be prepared that includes staffing, budget, and schedule. These components comprise a Technical Service Order (TSO), which provides written authorization and which, when signed by both the Port and the Consultant, is considered executed, serves as the Notice to Proceed, and binds the work to the terms of the TSO and Consultant contract. Neither the Consultant nor a subconsultant or subcontractor shall perform services or incur billable expenses prior to a TSO being executed.

At times, an EPP staff may issue an informal RFP to more than one Consultant. If part of an informal RFP, the EPP Project Manager will select a consultant based on the informal RFP selection criteria to move forward in developing a TSO as described above.

B. Scope of Work/Services

The consultant chosen to provide the Port of Oakland with air quality technical expertise and consulting services. Consultant should have the capability to perform work including, but not limited to, the below types of tasks and services. If a consultant proposes to form a team with other firms, the prime consultant firm must be capable of performing many of the identified air quality services itself. However, a proposing firm will not necessarily be disqualified if its areas of expertise do not include all of the following services:

- a) Emissions inventories for criteria air pollutants, toxic air contaminants, and, greenhouse gases (GHG) for seaport and airport operations, transloading and warehousing operations, and construction;
- b) Air dispersion modeling and health risk assessments;
- c) Grant Support: Cost-Effectiveness analysis for emissions reductions per dollar for grant-funded projects and capability to apply for and manage grant implementation;
- d) Zero-Emissions plan;
- e) Infrastructure and electrification planning capabilities including zero-emissions equipment planning (i.e. for hydrogen fueling and battery charging);
- f) Gas Insulated Equipment (GIE)/Sulfur Hexafluoride (SF₆) inventory and weighing;
- g) Sustainability Planning, including graphics, mapping, and presentations (PR);
- h) Public Engagement Plans;
- i) Support for Air Quality Audits;

- j) Support and assistance with the Airport Carbon Accreditation (ACA) certification program;
- k) Fugitive Dust Responses;
- l) Technical air quality studies and modeling for CEQA and NEPA documents;
- m) Air permit applications to the Bay Area Air Quality Management District (BAAQMD);
- n) Compliance management, and phase out and replacement requirements for the California Air Resources Board (CARB) regulations, including but not limited to: Diesel Off-Road On-line Reporting System (DOORS), Portable Equipment Registration Program (PERP), Zero-Emission Airport Shuttle Regulation (TRUCRS), Advance Clean Fleet Regulation (TRUCRS), Clean Truck Check (CTC-VIS), Transport Refrigeration Units Regulation, Commercial Harbor Craft Regulation, etc.;
- o) Feasibility analysis for emissions reductions of new technology and regulations;
- p) Knowledge and technical analysis of local, state, and federal regulatory activities to reduce emissions from seaport and airport operations including but not limited to: ocean-going vessels, cargo-handling equipment (CHE), ground support equipment (GSE), and other mobile sources and equipment;
- q) Technical analysis of current and upcoming BAAQMD CEQA guidelines and thresholds of significance for development projects;
- r) Analysis of current and future programs related to California Assembly Bill 32 such as the Mandatory Reporting Rule and Low Carbon Fuel Standard, including related to the Port's role as a utility provider;
- s) Outdoor ambient air monitoring;
- t) Indoor air quality investigations;
- u) Capability to provide project management for on-going implementation of existing air quality or zero emissions plans (organization and facilitation of meetings);
- v) Analysis and response to technical air quality inquiries in an expedited time frame;
- w) Ability to translate technical air quality issues and reports and present the information concisely to a non-technical audience;
- x) Ability to prepare well-written and documented reports, including the use of graphics and tables to present technical information;
- y) Knowledge of and experience with state implementation plans (SIP), including general conformity and impacts from large development projects;
- z) Provide in-house or in-person staff support and assistance for technical air quality work and projects; and
- aa) Other related technical air quality consulting services.

III. Port Policy and Other Requirements

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

1. Disadvantaged Business Enterprise Program (DBE) Program:

The Services described in this RFP are subject to the requirements of the U.S. Department of Transportation's regulation 49 Code of Federal Regulations (CFR) Part 26 (the "DBE" Rules). The successful Proposer shall comply with all of the nondiscrimination requirements contained in the Agreement, and with the DBE Rules, and shall not discriminate against any business owner because of the owners' race, color, sex, or national origin in the award or performance of the Agreement.

The Port is currently administering a race neutral Disadvantaged Business Enterprise (DBE) program with an overall DBE goal of 12.42% for federal fiscal years 2023-2025. The Port has

established a 15.25% small business goal for the Services provided in this RFP. To meet the small business goal, the prime and or its listed subcontractor(s) must: (1) meet the U.S. Small Business Administration three-year average gross receipts for their listed North American Industry Classification System (NAICS) scope (**Port of Oakland Contract Compliance must verify small business size prior to bid due date. Prime Proposers must submit firms for verification 5 business days prior to the bid due date.**); or (2) be certified as small by the California Department of General Services as small for their listed NAICS scope; or (3) be certified as a DBE. The Port encourages all Proposers to take active race/gender neutral steps to include DBEs, including but not limited to local DBE's, in this contract. Race/gender neutral steps include: unbundling large contracts, subcontract work the Proposer may self-perform, providing capital and bonding assistance, business development programs and providing technical assistance. To facilitate Port's compliance, each Proposer must in its Proposal identify those subcontractors or suppliers that are certified disadvantaged business enterprises under the DBE Rules, the percentage of each DBE's participation and each DBE's certification number.

The Port is required to report DBE accomplishments to the Federal Aviation Authority ([FAA], Part 26 - Uniform Report of DBE Participation) annually. The successful Proposer will be required to submit quarterly and final DBE attainment reports (included in **Attachment 5-A and 5-B**, herein). The successful Proposer shall carry out applicable requirements of the DBE Rules. Failure by the successful Proposer to carry out these requirements will be a material breach of contract, which may result in the termination of the Agreement or such other remedy as the Port deems appropriate.

The successful Proposer shall cooperate with the Port in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of the Agreement and shall use its best efforts to ensure that barriers to participation of DBEs do not exist. In order for the participation to count toward DBE attainment, Proposers and/or its subs must be certified as of the date of proposal opening by an authorized agency of the California Unified Certification Program or http://www.dot.ca.gov/hq/bep/business_forms.htm.

All Suppliers (Respondents) must adhere to, by providing the enclosed "Disadvantaged Business Enterprise Program Affidavit" (**Attachment 6**) with their proposals. Additionally, Respondents must complete the DBE Participation Plan (**Attachment 6-A**) and Interested Parties List (**Attachment 6-B**). The DBE Participation Plan will contain a list of subconsultants participating in the project, while the Interested Parties List is a record of all subconsultants who submitted a quote/bid/proposal to each prime, including unsuccessful ones who submitted a quote/bid/proposal to each prime, including unsuccessful ones. Primes that are selected for non-federally funded scopes of work must fill out a Local Business Tracking Form (**Attachment 6-C**) along with their cost estimate for the assigned Technical Service Order.

For questions or assistance regarding contact Kamal Hubbard (510) 627-1162, or khubbard@portoakland.com in the Port's Social Responsibility Division.

2. Insurance Requirements:

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **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 insurances at the time of project award.

3. Security Sensitive Information:

By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of Sensitive Security Sensitive Information as described in Title 49 of the Code of Federal Regulations, Parts 15 and 1520 ("SSI"). SSI is subject to Port of Oakland regulation and Federal law. The selected

Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information.

4. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2023 is at least \$16.93 (this rate changes annually in July) with credit given to the employer for the provision to covered employees of health benefits, and \$19.44 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728 also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form (**see Attachment 7-A**) and Certificate of Compliance—Living Wage (**see Attachment 7-B**) and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Kamal Hubbard in the Port of Oakland's Social Responsibility Division at (510) 627-1162.

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 Respondent fully understands and agrees with the provisions of the Port's Standard Professional Services Agreement (**Attachment 11**) which will be revised only 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.

IV. Submission Requirements

The Port has scheduled a Non-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 scope of services and 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 30 pages (15 pages double sided), printable on 8 ½" x 11" paper and formatted in no smaller than 11-point font and 1-inch margins. Each section shall be labeled according to the sections below. Once downloaded and printed by the Port, 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 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 the consultant team's knowledge and experience consisting at a minimum of the items below:
 - A. Name of the Prime Consultant's Project Manager and a brief summary of their professional experience.
 - B. Names and titles of senior and key consultant personnel from each firm that are considered to comprise the consultant team who will be assigned to the Port's contract, a brief summary of their skills and years of experience, and their anticipated assignments for Port projects. Extent of experience in the technical areas identified in the Scope of Services (above), particularly in the San Francisco Bay Area, should be specifically described.
 - C. As applicable, how work will be allocated between the Prime Consultant and subconsultants, a description of the role of the Prime Consultant and Subconsultants, and how the Prime Consultant will ensure that work will be fairly distributed among the team members.
 - D. Resumes of primary professional staff who are expected to work on the Port projects from both the Prime and Subconsultants. Resumes shall be no longer than 2 pages each and do not count towards the 30-page limit. Note that once the contract is in place, no substitution of proposed senior staff or Project Manager may be made without Port approval.
 - E. Descriptions of at least three relevant air quality projects or programs. Include project or program status or outcome and added value of the team's services, as appropriate.
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, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. 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 Fees and Expenses:** For each firm that is a member of the consulting team, attach a list of all job classifications and job functions and of specialized equipment that may be used on Port projects, in the format provided in Attachment 4. Include billing, fringe, and mark-up in the "Total Billable Rate". Mark-up of subconsultant (including laboratory services) and rental equipment costs shall not exceed **five per cent (5%)**. Mark-up rates should include all administrative, TSO proposal-related, invoicing, and routine costs.

The services to be provided through the as-needed contracts will be reimbursed on a time and materials basis. **The Port will not pay directly for proposal preparation, invoice preparation or delivery, billing of subconsultants, or the consultant's use of routine business equipment**, such as conventional desktop or laptop computers, cellular phones, conventional vehicles (cars and pick-ups without special equipment) and common expendable office supplies. Travel time and the current Internal Revenue Service standard mileage rates will be paid only within the Local Impact Area (LIA) and only for travel between the consultant's office and the assigned Port site, unless specifically approved in advance by the Port's EPP Project Manager for exceptional circumstances. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. Consultant per diems will not be paid, unless specifically approved in advance by the Port's EPP Project Manager for exceptional circumstances.

Any increase in the billing rates included in the proposal will be at the discretion and approval of the Director of EPP. Written approval by the Port Director of EPP must be received prior to any billing at the new rates.

Reimbursable expenses will be limited to specific expenses identified as follows: drilling and testing; specialized equipment rental (upon prior written approval); parking, postage and delivery of work products; graphics supplies, reproduction when specifically requested, but only for copies in excess of the number otherwise agreed to in each project scope; and other items approved by the Port. Reimbursable expenses generally do not include reproducible copies of review and draft materials or two original paper and one electronic copy of the final report. All other expenses (including postage and delivery costs for invoices) are not reimbursable and are deemed included in the total hourly rate unless approved by the Port. Only vehicles with special sampling equipment (i.e.: field vehicles) will be reimbursed at your standard rental rate. If a vehicle is rented and then field equipped, reimbursement will be at your standard rental rate or at the actual rental rate, whichever is less. Mark-up of reimbursable expenses costs shall not exceed **five per cent (5%)**, if any.

Reusable equipment purchased on behalf of the Port must be approved by the EPP Project Manager on a case-by-case basis. All such equipment is the property of the Port and must be returned to the Port when no longer needed or upon completion of the TSO.

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 |
|------|--|-----------|
| | <p><u>Adherence to Port Policy and Other Requirements and Debarment Statement</u></p> <p>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.)</p> | Pass/Fail |
| 1 | <p><u>Company Information, Client References, Litigation and Other Information, and Required Forms</u></p> <p>Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.)</p> | 20% |
| 2 | <p><u>Knowledge and Experience</u></p> <p>Respondent's knowledge and experience in providing Air Quality Technical Expertise and Consultant Services as evidenced from your response to item 2 of Submission Requirements section.</p> | 30% |
| 3 | <p><u>Plan and Approach</u></p> <p>As evidenced from your response to item 4 of the Submission Requirements section.</p> | 30% |
| 4 | <p><u>Proposed Costs</u></p> <p>As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.</p> | 20% |
| | 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 delivered to the "Electronic Delivery Address" via Liquid Files listed in the Request for Proposal (RFP) no later than the date and time specified in the RFP. When you upload your Proposal to Liquid Files, you will receive a copy of the email that Liquid Files generates to the buyer with your proposal. There may be a slight delay in when Liquid Files emails your Proposal to the Port, so please ensure you have uploaded your Proposal with sufficient time to allow Liquid Files to generate an email to the Port. The Port will use the date and time stamp on the email document that is generated from Liquid Files as proof of timely delivery. (Please note: The Port may not actually download your proposal until after the date and time for delivery has passed.) Proposals received after the date and time specified in the RFP will not be downloaded by the Port.

D. Public Records Act

Under the California Public Records Act (Gov. Code § 7920.000 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.

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, with 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 provisions contained in the Port's Standard Professional Services Agreement. **See** the Port's Standard Professional Services Agreement (**Attachment 11**), including but not limited to Section 5 and Appendix F.

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 intends to award up to five (5) separate contracts for up to five (5) years each (at the costs quoted in this proposal).

V. Contract Termination

The Port may terminate the agreement (and or contract) with the Respondent for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent. See Attachment 11 for complete terms and conditions regarding termination.

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.



PORT OF OAKLAND

Non-Collusion Declaration

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is 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.: 23-24/17, As-Needed Air Quality Consulting Services

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

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

Addendum Acknowledgement:

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

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink (or valid electronic signature) 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. Respondent agrees to the form of Professional Services Agreement (**Attachment 11**) and agrees not to propose any contractual terms that conflict with such form, unless it specifies any exceptions in its Proposal.
4. Respondent is registered to do business in the State of California, or if not, will obtain such registration prior to entering into an agreement with the Port for this RFP.
5. 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.
6. 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: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Mobile: _____

Contract License # (If applicable) _____ Expiration Date: _____

Federal Tax Identification
Number: _____

Authorized Signature: _____ Date: _____

**RFP No.: 23-24/17, As-Needed Air Quality Consulting Services**

A. Provide the following information for each job classification for all employees of the Prime Consultant and Subconsultants who may be used on the Port of Oakland contract work. Please use the following format: (Additional Pages may be added as needed and will not count against your submission limit.)

| Job Title | Job Function | Total Billable Rate (\$/hr) |
|-----------|--------------|-----------------------------|
| | | |
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| | | |

"Job Title" should include the job titles of all employees who may be expected to work on the types of services described in this Request for Proposals.

"Job Function" should describe the role and responsibilities of employees in each Job Title classification.

"Total Billable Rate" is (base pay + fringe rate) x (1 + mark-up rate). This is the amount invoiced per hour of work for each employee encompassing:

- "Base Pay" is the actual hourly wage paid employees, exclusive of fringe benefits and bonuses.
- "Fringe Rate" is the hourly amount designated for fringe benefits (medical, retirement, etc.) for the employee.
- "Mark-up Rate" is the overhead multiplier that covers normal and reasonable indirect costs, as well as profit and bonuses. Costs such as contract and invoice preparation, required submittals and mailing should be included in this rate. Indirect costs include supervisory, administrative, accounting, billing and other support labor and services; office rent, utilities and upkeep; equipment and computer rental, upkeep and depreciation; safety and support equipment tools and supplies; office supplies, reproduction costs, communications, travel and parking, per diems, insurance, and similar indirect expenses.

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

B. Provide the following information for each type of specialized equipment (e.g., work vehicle) that may be used on the contract work.

| Equipment Description | Lease Rate or Charge (\$/specified period) |
|------------------------------|---|
| | |
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| | |
| | |

Respondent Name: _____ Title: _____

Company Name:_____

Authorized Signature: _____ Date: _____



PORT OF OAKLAND

Quarterly Report – Utilization of Disadvantaged Business Enterprises (DBE)

(Federally Funded Projects)

DATE OF THIS REPORT: ____ / ____ / ____

| | | | | | | | | | | |
|---------------------------------------|--|-------------------------|--|-------------------------------|--|--|----------------------------|---|--------------------------------|--|
| PORT PROJECT NAME & NUMBER | | | | FEDERAL PROJECT NUMBER | | Type of Project <input type="checkbox"/> FAA <input type="checkbox"/> FHWA <input type="checkbox"/> TSA <input type="checkbox"/> DHS | | REPORTING PERIOD: Year: _____ Quarter*: _____ * I = Jan-Mar; II = Apr-Jun; III = Jul-Sep; IV = Oct-Dec | | |
| PRIME CONTRACTOR | | BUSINESS ADDRESS | | | TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS | | CONTRACT BID AMOUNT | | PROJECT COMPLETION DATE | |

| (1) Item No. | (2) Name and Address of CUCP-Certified DBE Firm including: Prime, Subcontractor(s), Supplier(s), and Trucking Broker(s) | (3) Description of Work Performed and or Materials Supplied | (4) DBE Certification Number | DBE CONTRACT PAYMENTS FOR REPORTING PERIOD | | | | |
|--|---|---|------------------------------|---|---------------------------|---------------------------------------|-----------------------------------|---------------------------------|
| | | | | (5a) DBE Dollars | (5b) DBE Minority Dollars | (5c) DBE (Non-Minority Women) Dollars | (5d) DBE (Minority Women) Dollars | (6) Date of Most Recent Payment |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| BREAKDOWN OF DBE UTILIZATION LISTED IN <u>DOCUMENT 00431</u> (if applicable): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> \$ _____ DBE \$ _____ DBE (Non-Minority Women) </div> <div style="width: 45%;"> \$ _____ DBE Minority \$ _____ DBE (Minority Women) </div> </div> | | | | \$ | \$ | \$ | \$ | ←TOTALS (DBE) |
| NON-DBE CONTRACT PAYMENTS FOR REPORTING PERIOD: <div style="text-align: right;"> Prime Contractor [if non-DBE]: \$ _____ + All Non-DBE Subcontractors/Suppliers/Truckers: \$ _____ = NON-DBE TOTAL: \$ _____ </div> | | | | | | | | |

- **DBE Contract Payments:** List all Disadvantaged Business Enterprises (DBE's), including all First Tier Subcontractors, Suppliers, Truckers and Sub Tiers, whether or not these firms were listed on original bid. (Xerox this page if additional sheets are needed.) **For all contract payment details, list actual amount paid to each DBE.** See Instructions, Parts (III) and (IV) for further details.
- **Breakdown of DBE Utilization Listed in Document 00431:** Provide breakdown per Instructions, Part (V).
- **Non-DBE Contract Payments:** Provide total dollar amount, as per Instructions, Part (VI).
- **Contract payments to Prime should be listed either as a line item in the "DBE CONTRACT PAYMENTS" block or in the space provided in the "NON-DBE CONTRACT PAYMENTS" block, depending on whether Prime contractor is a CUCP-certified DBE.**

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

| | | |
|---|------------------------------|-------------|
| AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE | BUSINESS PHONE NUMBER | DATE |
|---|------------------------------|-------------|

COMMENTS:

This form shall be submitted to:

**Port of Oakland
Social Responsibility Division
530 Water Street
Oakland, CA 94607
Attention: Public Works Unit**

cc to Engineering Construction

Port of Oakland

QUARTERLY REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) - INSTRUCTIONS

(Federally Funded Projects)

(I) For each quarter of the contract period, a copy of this Document 00817Q shall be filed **no later than 30 calendar days after the end of the quarter.**

(II) Enter the project information requested on the first two rows on page 00817Q-1 (Port Project Name, Federal Project Name, Type of Project, etc.)

(III) Provide the following information **for each portion of contract work performed and/or amount of materials supplied under this contract by a DBE subcontractor/supplier/trucking broker (include Prime Bidder, if Prime is a CUCP-certified DBE):**

Column 1: Contract Item Number(s) (as listed on the Bid Form submitted by prime bidder) of the work performed, or materials supplied, by the firm listed in Column 2. If the work performed/materials supplied was/were not listed on the Bid Form, enter the Change Order Number.

Column 2: Name and address of the firm performing work and/or supplying materials.

Column 3: Description of the work performed and/or materials supplied by said firm.

Column 4: Enter the California Unified Certification Program [CUCP] DBE Certification Number of the firm listed in Column 2. (CUCP-certified DBE 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 should change during the course of the project.)

Column 5a – Enter the dollar amount of the work performed and/or materials supplied by the firm listed in Column 2 during the reporting period (quarter) covered by this report. The dollar amount should be entered in either Column 5a, 5b, 5c or 5d, depending on the firm’s DBE program status. The DBE program status is determined by the CUCP based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by CUCP that states their program status as well as the expiration date of the certification. DBE Program status may be obtained by accessing the CUCP website: (<http://www.dot.ca.gov/hq/bep/index.htm>) or by calling (916) 324-1700 or (866) 810-6346. Based on this DBE Program status, the following table depicts which column to be used for the dollar amount of work:

| DBE Program Status | Column to be used |
|---|-------------------------------|
| If program status shows DBE only with no other program listed | (5a) DBE Dollars |
| If program status shows DBE and SDBE (but not SWBE) | (5b) DBE Minority Dollars |
| If program status shows DBE and SWBE (but not SDBE) | (5c) DBE (Non-Minority Women) |
| If program status shows DBE, SDBE and SWBE | (5d) DBE (Minority Women) |

▪ If the firm was certified as a DBE at the time it started work on this contract, but was decertified before completing its portion of the work, 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 firm was not certified as a DBE at the time it started work on the contract, but became certified before completing its portion of the work. ENTER THE DOLLAR AMOUNT OF ALL WORK PERFORMED/MATERIALS SUPPLIED AFTER THE CERTIFICATION DATE, and provide details in the ‘COMMENTS’ section of this form.

For an explanation of the CUCP’s DBE program categories, see Table 1, below.

Column 6: Enter the date of the most recent payment which prime contractor made to subcontractor/supplier/trucking broker for the work described in Column 3.

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

(V) In the block labeled ‘BREAKDOWN OF DBE UTILIZATION LISTED IN DOCUMENT 00431’, enter the dollar amounts listed on Document 00431, Bidder – DBE – Information Form (as submitted by prime bidder after receipt of the Notice of Award), summed up by DBE Program Status. E.g., if two or more firms listed in Document

00431 fall into the category of DBE/SMBE, add the dollar amounts of their work listed in Document 00431 and enter the sum under “DBE Minority” in the ‘BREAKDOWN OF DBE UTILIZATION...’ block.

(VI) In the block labeled ‘TOTAL NON-DBE CONTRACT PAYMENTS FOR REPORTING PERIOD’, enter the sum of all contract payments made to non-DBE subcontractors/ suppliers/trucking brokers during the reporting period covered by this report. If Prime Bidder is not a CUCP-certified DBE, include contract payments for work performed by Prime on the line provided.

(VII) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per the provisions of Document 01200, Measurement and Payment, Final Payment WILL NOT be made until Document 00817F and all required copies of Documents 00817Q have been properly filled out and submitted to the Port of Oakland.**

TABLE 1: CUCP DISADVANTAGED BUSINESS ENTERPRISE CRITERIA

DBE: Only small business concerns (as defined by the United States Small Business Administration) which are owned and controlled by one or more socially and economically disadvantaged individuals (as described below), can be certified as a DBE. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

MBE: A small business owned and controlled by one or more minorities. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more minorities or, in the case of a publicly owned business, at least 51 percent of all issued stock is owned by one or more minorities; and whose management and daily business operations are controlled by one or more such individuals.

WBE: A small business owned and controlled by one or more women. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more women; and whose management and daily business operations are controlled by one or more women who own it.

Socially and Economically Disadvantaged Individual means: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the U.S. Small Business Administration (SBA), at such time as the SBA designation becomes effective (<http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html>).



PORT OF OAKLAND

Final Report – Utilization Of Disadvantaged Business Enterprises (DBE)

(Federally Funded Projects)

| | | | | | | | | | |
|---------------------------------------|--|-------------------------|--|--|--|--|--|--|--|
| PORT PROJECT NAME & NUMBER | | | | FEDERAL PROJECT NUMBER | | Type of Project <input type="checkbox"/> FAA <input type="checkbox"/> FHWA <input type="checkbox"/> TSA <input type="checkbox"/> DHS | | DATE OF THIS REPORT ____/____/____ | |
| PRIME CONTRACTOR | | BUSINESS ADDRESS | | TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS | | CONTRACT BID AMOUNT | | PROJECT COMPLETION DATE | |

| (1) Item No. | (2) Name and Address of CUCP-Certified DBE Firm including: Prime, Subcontractor(s), Supplier(s), and Trucking Broker(s) | (3) Description of Work Performed and or Materials Supplied | (4) DBE Certification Number | TOTAL DBE CONTRACT PAYMENTS | | | | |
|--|--|---|------------------------------|---|---------------------------|---------------------------------------|-----------------------------------|---------------------------|
| | | | | (5a) DBE Dollars | (5b) DBE Minority Dollars | (5c) DBE (Non-Minority Women) Dollars | (5d) DBE (Minority Women) Dollars | (6) Date of Final Payment |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| BREAKDOWN OF DBE UTILIZATION LISTED IN <u>DOCUMENT 00431</u> (if applicable): | | | | \$ | \$ | \$ | \$ | ←TOTALS (DBE) |
| <div style="display: flex; justify-content: space-between;"> <div> \$ _____ DBE </div> <div> \$ _____ DBE Minority </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> \$ _____ DBE (Non-Minority Women) </div> <div> \$ _____ DBE (Minority Women) </div> </div> | | | | TOTAL NON-DBE CONTRACT PAYMENTS: <div style="text-align: right;"> Prime Contractor [if non-DBE]: \$ _____ + All Non-DBE Subcontractors/Suppliers/Truckers: \$ _____ = NON-DBE TOTAL: \$ _____ </div> | | | | |

- DBE Contract Payments: List all Disadvantaged Business Enterprises (DBE's), including all First Tier Subcontractors, Suppliers, Truckers and Sub Tiers, whether or not these firms were listed on original bid. (Xerox this page if additional sheets are needed.) **If final DBE utilization is different than that provided at time of bid or award, provide comments on back of form. For all contract payment details, list actual amount paid to each DBE.** See Instructions, Parts (III) and (IV) for further details.
- Breakdown of DBE Utilization Listed in Document 00431: Provide breakdown per Instructions, Part (V).
- Non-DBE Contract Payments: Provide total dollar amount, as per Instructions, Part (VI).
- Contract payments to Prime should be listed either as a line item in the "DBE CONTRACT PAYMENTS" block or in the space provided in the "NON-DBE CONTRACT PAYMENTS" block, depending on whether Prime contractor is a CUCP-certified DBE.

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

| | | |
|---|------------------------------|-------------|
| AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE | BUSINESS PHONE NUMBER | DATE |
|---|------------------------------|-------------|

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|------------------|
| COMMENTS: |
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|---|
| <p><u>This form shall be submitted to:</u> Port of Oakland Social Responsibility Division 530 Water Street Oakland, CA 94607 Attention: Public Works Unit</p> <p>cc to Engineering Construction</p> |
|---|

- (I) Use this form to submit a comprehensive list of all contract payments. Note that the payments listed herein should coincide with the payments listed on the quarterly DBE utilization reports provided on Document 00817Q. Any discrepancies shall be noted and explained in the “Comments” section provided on page 00817F-2.
- (II) Enter the project information requested on the first two rows on page 00817F-1 (Port Project Name, Federal Project Name, Type of Project, etc.)
- (III) Provide the following information for each portion of contract work performed and/or amount of materials supplied under this contract by a DBE subcontractor/supplier/trucking broker (include Prime Bidder, if Prime is a CUCP-certified DBE):

- Column 1: Contract Item Number(s) (as listed on the Bid Form submitted by prime bidder) of the work performed, or materials supplied, by the firm listed in Column 2. If the work performed/materials supplied was/were not listed on the Bid Form, enter the Change Order Number.
- Column 2: Name and address of the firm performing work and/or supplying materials.
- Column 3: Description of the work performed and/or materials supplied by said firm.
- Column 4: Enter the California Unified Certification Program [CUCP] DBE Certification Number of the firm listed in Column 2. (CUCP-certified DBE 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 should change during the course of the project.)
- Column 5a – Enter the dollar amount of the work performed and/or materials supplied by the firm listed in Column 2 during the contract period. The dollar amount should be entered in either Column 5a, 5b, 5c or 5d, depending on the firm’s DBE program status. The DBE program status is determined by the CUCP based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by CUCP that states their program status as well as the expiration date of the certification. DBE Program status may be obtained by accessing the CUCP website: (<http://www.dot.ca.gov/hq/bep/index.htm>) or by calling (916) 324-1700 or (866) 810-6346. Based on this DBE Program status, the following table depicts which column to be used for the dollar amount of work:

| DBE Program Status | Column to be used |
|---|-------------------------------|
| If program status shows DBE only with no other program listed | (5a) DBE Dollars |
| If program status shows DBE and SDBE (but not SWBE) | (5b) DBE Minority Dollars |
| If program status shows DBE and SWBE (but not SDBE) | (5c) DBE (Non-Minority Women) |
| If program status shows DBE, SDBE and SWBE | (5d) DBE (Minority Women) |

- If the firm was certified as a DBE at the time it started work on this contract, but was decertified before completing its portion of the work, 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 firm was not certified as a DBE at the time it started work on the contract, but became certified before completing its portion of the work. ENTER THE DOLLAR AMOUNT OF ALL WORK PERFORMED/MATERIALS SUPPLIED AFTER THE CERTIFICATION DATE, and provide details in the ‘COMMENTS’ section of this form.

For an explanation of the CUCP’s DBE program categories, see Table 1, below.

- Column 6: Enter the date on which prime contractor made the ‘final payment’ for the work described in Column 3 to subcontractor/ supplier/trucking broker.

- (IV) In the ‘TOTALS (DBE)’ row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

- (V) In the block labeled ‘BREAKDOWN OF DBE UTILIZATION LISTED IN DOCUMENT 00431’, enter the dollar amounts listed on Document 00431, Bidder – DBE – Information Form (as submitted by prime bidder after receipt of the Notice of Award), summed up by DBE Program Status. E.g., if two or more firms listed in Document 00431 fall into the category of DBE/SMBE, add the dollar amounts of their work listed in Document 00431 and enter the sum under “DBE Minority” in the ‘BREAKDOWN OF DBE UTILIZATION...’ block.
- (VI) In the block labeled ‘TOTAL NON-DBE CONTRACT PAYMENTS’, enter the sum of all contract payments made to non-DBE subcontractors/ suppliers/trucking brokers during the course of the contract. If Prime Bidder is not a CUCP-certified DBE, include contract payments for work performed by Prime on the line provided.
- (VII) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per the provisions of Document 01200, Measurement and Payment, Final Payment WILL NOT be made until Document 00817F and all required copies of Documents 00817Q have been properly filled out and submitted to the Port of Oakland.**

TABLE 1: CUCP DISADVANTAGED BUSINESS ENTERPRISE CRITERIA

DBE: Only small business concerns (as defined by the United States Small Business Administration) which are owned and controlled by one or more socially and economically disadvantaged individuals (as described below), can be certified as a DBE. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

MBE: A small business owned and controlled by one or more minorities. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more minorities or, in the case of a publicly owned business, at least 51 percent of all issued stock is owned by one or more minorities; and whose management and daily business operations are controlled by one or more such individuals.

WBE: A small business owned and controlled by one or more women. Owned and controlled means: At least 51 percent of the small business concern is owned by one or more women; and whose management and daily business operations are controlled by one or more women who own it.

Socially and Economically Disadvantaged Individual means: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

3. Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.
4. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the U.S. Small Business Administration (SBA), at such time as the SBA designation becomes effective (<http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html>).



PORT OF OAKLAND

**Disadvantaged Business Enterprise
Program Affidavit**

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

I hereby certify that I _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements of 49 Code of Federal Regulations (CFR) Part 23 or Part 26 in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Disadvantaged Businesses do not exist.

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Consultant/ Subconsultant Participation Plan

CONSULTANT/SUBCONSULTANT PARTICIPATION PLAN

*This Form Must Be Submitted with the Proposal or the Proposal May Be Deemed Non-Responsive and Rejected
List Prime Proposer, each Joint Venture (JV) Partner, if any, all Subconsultants, and all Suppliers.*

This form identifies all businesses that are participating on the contract. Form to be submitted by the prospective prime consultant/contractor or subconsultant/subcontractor, as appropriate, to the DBELO with its proposal, unless an extension of time is requested and granted in writing.

_____, (Name and Title of Authorized Prime Representative) declares as follows: That contingent upon award of _____, (Name of Contract) _____ (Name of Prime) will award subcontracts to or pursue orders with the following firms (if the firm is a joint venture, you must attach a copy of the joint venture agreement):

| PRIME PROPOSER COMPANY INFORMATION | SMALL BUSINESS (YES OR NO) | LIST ALL SOCIOECONOMIC CERTIFICATIONS* | BID/PROPOSAL AMOUNT | DESCRIPTION OF WORK |
|------------------------------------|---|---|------------------------|---------------------|
| NAME: | <input type="checkbox"/> YES <input type="checkbox"/> NO | _____ | \$ _____ | _____ |
| ADDRESS: | | _____ | | _____ |
| CITY/STATE/ZIP: | | _____ | | _____ |
| CONTACT NAME: | | _____ | | _____ |
| TELEPHONE NO: | | _____ | | _____ |
| E-MAIL: | | _____ | | _____ |

| JV/SUBCONSULTANT/SUPPLIER INFORMATION | TYPE | SMALL BUSINESS (YES OR NO) | CHECK ALL SOCIOECONOMIC CERTIFICATIONS | DOLLAR AMOUNT & PERCENT OF WORK | DESCRIPTION OF WORK |
|---------------------------------------|---|---|--|---------------------------------|--|
| NAME: | <input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____ | \$ _____ _____ % | _____ |
| ADDRESS: | | | | | _____ |
| CITY/STATE/ZIP: | | | | | _____ |
| CONTACT NAME: | | | | | _____ |
| TELEPHONE NO: | | | | | _____ |
| E-MAIL: | | | | | <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES |

| JV/SUBCONSULTANT/SUPPLIER INFORMATION | TYPE | SMALL BUSINESS (YES OR NO) | CHECK ALL SOCIOECONOMIC CERTIFICATIONS | DOLLAR AMOUNT & PERCENT OF WORK | DESCRIPTION OF WORK |
|---------------------------------------|---|---|--|---------------------------------|--|
| NAME: | <input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____ | \$ _____ _____ % | _____ |
| ADDRESS: | | | | | _____ |
| CITY/STATE/ZIP: | | | | | _____ |
| CONTACT NAME: | | | | | _____ |
| TELEPHONE NO: | | | | | _____ |
| E-MAIL: | | | | | <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES |

| JV/SUBCONSULTANT/SUPPLIER INFORMATION | TYPE | SMALL BUSINESS (YES OR NO) | CHECK ALL SOCIOECONOMIC CERTIFICATIONS | DOLLAR AMOUNT & PERCENT OF WORK | DESCRIPTION OF WORK |
|---------------------------------------|---|---|--|---------------------------------|--|
| NAME: | <input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____ | \$ _____ _____% | _____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES |
| ADDRESS: | | | | | |
| CITY/STATE/ZIP: | | | | | |
| CONTACT NAME: | | | | | |
| TELEPHONE NO: | | | | | |
| E-MAIL: | | | | | |

| JV/SUBCONSULTANT/SUPPLIER INFORMATION | TYPE | SMALL BUSINESS (YES OR NO) | CHECK ALL SOCIOECONOMIC CERTIFICATIONS | DOLLAR AMOUNT & PERCENT OF WORK | DESCRIPTION OF WORK |
|---------------------------------------|---|---|--|---------------------------------|--|
| NAME: | <input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____ | \$ _____ _____% | _____ _____ _____ _____ <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES |
| ADDRESS: | | | | | |
| CITY/STATE/ZIP: | | | | | |
| CONTACT NAME: | | | | | |
| TELEPHONE NO: | | | | | |
| E-MAIL: | | | | | |

| JV/SUBCONSULTANT/SUPPLIER INFORMATION | TYPE | SMALL BUSINESS (YES OR NO) | CHECK ALL SOCIOECONOMIC CERTIFICATIONS | DOLLAR AMOUNT & PERCENT OF WORK | DESCRIPTION OF WORK |
|---------------------------------------|---|---|--|---------------------------------|--|
| NAME: | <input type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONSULTANT <input type="checkbox"/> SUB-TIER CONSULTANT TIER: _____ <input type="checkbox"/> SUPPLIER | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> DBE <input type="checkbox"/> PORT – SBE <input type="checkbox"/> PORT – VSBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Other: _____ _____ | \$ _____ _____% | _____ |
| ADDRESS: | | | | | _____ |
| CITY/STATE/ZIP: | | | | | _____ |
| CONTACT NAME: | | | | | _____ |
| TELEPHONE NO: | | | | | _____ |
| E-MAIL: | | | | | <input type="checkbox"/> PRE-CONSTRUCTION SERVICES <input type="checkbox"/> CONSTRUCTION SERVICES |

I certify under penalty of perjury that the information contained on this form is true and correct and that the firms listed will be utilized if this Contract is awarded to the above Prime Proposer. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that the Port of Oakland must be informed of all changes or substitutions.

| | |
|---|--|
| Overall DBE Business Participation Level Proposed by Prime: | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <div style="border-bottom: 1px solid black; width: 40px; display: inline-block;"></div> % </div> |
|---|--|

SIGNATURE

DATE



Interested Parties List

*Provide the following information for all firms proposing, bidding, or quoting on this contract at the time of proposal submittal. If any information is not included, specify reason why you could not obtain the information. Use additional sheets if necessary. [Reminder: the information below **must** be collected from every **sub** who submits a quote/bid/proposal to the prime and every **potential** sub who submitted a quote/bid/proposal to each prime, including unsuccessful ones.]*

| Name/ Federal I.D. or State I.D. No. | Address | Phone / Email | DBE Certified? | | Yrs. in Business | Annual Gross Receipts of Firm |
|--|---------|---------------|----------------|----|------------------|----------------------------------|
| | | | Yes | No | | |
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PORT OF OAKLAND

**Chart for Submitting Date on
Local Certified Businesses**

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

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.



PORT OF OAKLAND

**City of Oakland City Charter § 728
Living Wage Information**

**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, 2023, \$19.44 without health benefits or \$16.93 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.51 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.



PORT OF OAKLAND

Employer Self-Evaluation for Port of Oakland Living Wage

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:

Kamal Hubbard

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1162

Email: khubbard@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: Kamal Hubbard, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: khubbard@portoakland.com



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Supplier Insurance Requirements

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

All of the Port's Insurance requirements are incorporated into the Professional Services Agreement (PSA) attached to this Request for Proposal (**Attachment 11**).



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 23-24/17, As-Needed Air Quality Consulting Services

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

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

Signature

Print Name

Title

Date

ATTACHMENT 11

**PROFESSIONAL SERVICES AGREEMENT
(“Agreement”)**

Between

**CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
(“Port of Oakland”)**

And

(“Consultant”)

[As-Needed Air Quality Consulting Services]

[Contract No., if any]

[Federally Funded (if applicable)]

Reference Date

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| 3. | Services..... | 2 |
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Appendices

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| B | Payment |
| C | Insurance |
| D | Parties |
| E | FAA AIP Grant-Required Provisions |
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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between the Port and Consultant (as defined below, and collectively referred to as the "Parties"), who agree as follows. All Appendices described herein are attached and made part of this Agreement.

1. Parties

- 1.1 Consultant.** Consultant is identified in **Appendix D (Parties)** ("Consultant").
- 1.2 Port.** This Agreement is entered into by the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port of Oakland" or "Port"). The Port's Project Manager ("Project Manager") is identified in **Appendix D (Parties)**.
- 1.3 No Employment Relationship.** Consultant and its employees, subconsultants, and agents shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of such employees, subconsultants, and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture, or partnership relationship between the Port and Consultant or its employees, subconsultants, and agents, and no such relationship shall be implied from performance of this Agreement. References in this Agreement to direction from the Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained.
- 1.4 No Port Equipment or Accounts.** Unless otherwise authorized by the Project Manager in writing, Consultant shall not be entitled to use any Port equipment or accounts, including, without limitation, email addresses, phone numbers, login credentials, dedicated workspaces, and vehicles.
- 1.5 Compliance with Retirement Laws; CalPERS Notice of Exclusion.** Consultant acknowledges that the Port participates in the California Public Employees' Retirement System ("CalPERS") and complies with all laws governing work by retirees from CalPERS, including the California Public Employees' Retirement Law (Gov. Code § 20000 *et seq.*) and the California Public Employees' Pension Reform Act (collectively, the "Retirement Laws"). Consultant acknowledges that the Retirement Laws restrict the Port's use of CalPERS members and retirees. Upon the Port's request, Consultant shall submit a completed CalPERS Notice of Exclusion for certain or all persons providing Services.

2. Term

- 2.1 Term.** The term of this Agreement ("Term") is described in **Appendix A (Services)**. Unless otherwise provided in this Agreement, 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.
- 2.2 Suspension and Early Termination.**
- 2.2.1 Suspension.** The Port may (in writing and without cause) direct Consultant to suspend, delay, or interrupt the Services, in whole or in part, for such periods of time as the Port may determine in its sole discretion. Such suspension of Services shall be treated as an excusable delay.
- 2.2.2 Port Termination for Cause.** The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for cause, should Consultant

commit a material breach of all or part of this Agreement and not cure such breach within ten (10) calendar days of the date of the Port's written notice to Consultant demanding such cure. Upon such Port termination for cause, Consultant shall be liable to the Port for all loss, cost, expense, damage, and liability resulting from such breach and termination.

2.2.3 Port Termination for Convenience. The Port may (in writing) terminate this Agreement in whole, or from time to time in part, for convenience as the Port may determine in its sole and reasonable discretion. Upon such Port termination for convenience, Consultant shall be entitled to be paid for work performed up to the termination date. The Port shall not be liable for any other costs, damages, or expenses.

3. Services

3.1 Scope of Services. Consultant shall perform all services ("Services") described in **Appendix A (Services)**. All Services whenever performed shall be deemed performed under this Agreement.

3.2 Standard of Performance. Consultant represents that it possesses all necessary training, licenses, permits, and approvals to perform the Services, and that its performance of the Services will conform to the standard of practice of a person (or persons) specializing in performing professional services of a like nature and complexity to the Services.

3.3 Subconsultants. Consultant shall perform the Services using any persons and subconsultants listed in **Appendix A (Services)**. Consultant shall hire only qualified persons or firms who are experienced in performing work of a like nature and complexity as the Services, and who agree to be bound to the terms of the Agreement to the extent of the scope of Services. Consultant may substitute personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in the Port's sole discretion. When using any person who has retired from a CalPERS agency, Consultant and any subconsultants shall comply with all laws and regulations applicable to CalPERS.

3.4 Ownership of Non-Software Work Product. This section only applies to NON-SOFTWARE work product. Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans, or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services (but not including any Software, unless otherwise provided in this Agreement), shall become the property of the Port. To the fullest extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the Port's property. With the Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

If the Services include any Software, any licensing or ownership matters shall be addressed in **Appendix A-1 (Software)**.

4. Payment

- 4.1 Payment Terms.** Consultant shall perform the Services for compensation only set forth in **Appendix B (Payment)** (“Payment”). All compensation paid to Consultant on account of the Services performed shall be deemed payments under this Agreement.
- 4.2 Taxes.** Consultant shall, without additional compensation, pay all applicable taxes (including California sales and use taxes and the City of Oakland business tax), deficiency, interest, or penalty levied upon or asserted with respect to this Agreement, the Services performed thereunder, or the goods delivered hereunder, regardless of which Party has liability for such payment under applicable law. Consultant shall collect, report, and pay all applicable California sales and use taxes and shall, in accordance with California Revenue and Taxation Code Section 6203, issue the Port a receipt relieving the Port of all liability for any tax relating to this Agreement. Consultant shall comply with all applicable administrative regulations relating to the assumption of liability for the payment of payroll taxes and contributions under this Section and shall provide all necessary information with respect thereto to the proper authorities.

5. Insurance; Indemnification

- 5.1 Insurance.** Consultant shall, at its own expense and during the Term, maintain in force the insurance in the types and amounts required by **Appendix C (Insurance)**.
- 5.2 Indemnification.** Consultant shall comply with all provisions set forth in **Appendix F (Indemnification)**.

6. Compliance With Laws

- 6.1 Compliance With All Laws.** Consultant shall comply with all laws, regulations, ordinances, rules, permits, or land use restrictions or limitations at any time applicable to the Services (“All Laws”), including those applicable to any public or governmental authority (including the City of Oakland and the Port, such as the City Charter), regardless of whether All Laws are specifically stated in this Agreement or are in effect at the beginning of the Term. Consultant further represents that all plans, drawings, specifications, designs, and any other product of the Services will comply with All Laws, consistent with the standard of care in this Agreement.

Consultant’s compliance with All Laws shall include, but not be limited to, compliance with the following, to the fullest extent applicable:

- 6.1.1** Oakland Living Wage provisions, including Section 728 of the Oakland City Charter and Port Ordinance Nos. 3666 and 3719.
- 6.1.2** Security requirements imposed by authorities with jurisdiction over the Services (such as the Federal Aviation Administration and U.S. Department of Transportation), which may include providing information, work histories, and/or verifications requested by such authorities for security clearances or compliance.
- 6.1.3** If the Services are part of a “public works” or “maintenance” project, California Department of Industrial Relations (“DIR”) requirements, which include compliance with California Labor Code Sections 1725.5 and 1771.1, Consultant and subconsultant registration with DIR and licensing by the California

Contractors State License Board, and compliance with all laws, regulations, and other requirements for public works of improvement.

6.2 Non-Discrimination. Consultant shall not discriminate against or harass 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, known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly with respect to all terms and conditions of employment, which include (without limitation): hiring, upgrading, recruitment, advertising, selection for training or apprenticeship, demotion, transfer, compensation, layoff, or termination. Consultant acknowledges it has reviewed, or had a full opportunity to review, the current version of the Port's Discrimination Complaint Procedures/Unlawful Harassment Policy and Complaint Procedures, which provide an effective and expedited method of resolving employment discrimination allegations and prevent unlawful workplace harassment.

6.3 Conflicts of Interest. Consultant shall comply with all applicable laws and regulations relating to conflicts of interest, including any requirements adopted by the City of Oakland or the Port. Consultant represents that it is familiar with California Government Code Sections 1090 and 87100 et seq., and that it does not know of any facts that may constitute a violation of said sections.

Consultant represents that, to the best of its knowledge, it has disclosed to the Port all facts bearing upon any possible interests, direct or indirect. Consultant believes that any employee, officer, or agent of the Port presently has, or will have, in this Agreement, in the Services, or in any portion of the profits hereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by the Port for cause.

Consultant covenants that it shall never have any interest (direct or indirect) that would conflict in any manner with the performance of the Services under this specific Agreement, including an interest Consultant has (or may have in the future) with a person or entity that has an interest adverse or potentially adverse to the Port with respect to this specific Agreement, as determined in the reasonable judgment of the Port.

Provided that this Agreement or the performance thereof does not violate any applicable conflict of interest laws, nothing in this Section shall serve to prevent Consultant from providing services similar to the Services to other entities. The provisions of this Section shall survive the termination of this Agreement.

6.4 FAA AIP Grant-Required Provisions. Consultant shall comply with all provisions in **Appendix E (FAA AIP Grant-Required Provisions)**.

7. Confidentiality; Publicity

7.1 Confidentiality. Consultant acknowledges that, in the performance of the Services or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by the Port, the disclosure of which to third parties may be damaging to the Port. Consultant agrees that all information disclosed by the Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant

shall notify the Port immediately in writing if Consultant is requested to disclose any information made known to or discovered by Consultant during the performance of the Services. The provisions of this Section shall survive the termination of this Agreement.

- 7.2 Publicity.** Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. Consultant shall not, without the Port's prior written consent, discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the media, or public bodies or representatives of public bodies. Consultant shall have the right, however, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform the Services. The provisions of this Section shall survive the termination of this Agreement.

8. Audit and Inspection

- 8.1 Retention.** Consultant shall maintain unaltered all Records during the Retention Period.

8.1.1 "Retention Period" means the Term and an additional four (4) years following the later of: (a) termination of this Agreement, (b) the Port's final payment under this Agreement, or (c) resolution of pending issues between the Parties under this Agreement, including any issues raised during an Audit.

8.1.2 "Records" means full and adequate records, in electronic and other mediums, related to this Agreement or prepared by or furnished to Consultant during the course of performing the Services or which show the actual costs incurred by Consultant in the performance of this Agreement, including (without limitation) documents, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting work under this Agreement, invoices, payrolls, data, and any internal or external audit reports related to this Agreement.

- 8.2 Audit and Tolling.** During the Retention Period, the Port may Audit the Records. Consultant agrees to toll all applicable periods of any statutes of limitations: (a) commencing on the first day of an Audit and ending four (4) years after the Port delivers to Consultant the final Audit findings; (b) commencing on the first day of an Audit and ending four (4) years after the Port's completion of the Audit, if no final Audit findings and observations are produced; and (c) commencing on the day the Port's claim or right or cause of action arises with regard to any matter under this Agreement and ending four (4) years thereafter.

8.2.1 "Audit" means to audit, examine, inspect, make copies of, and obtain excerpts and transcripts from the Records.

- 8.3 Production.** During an Audit or as otherwise requested by the Port, Consultant shall Produce Records to the Port or the Port's designated representatives. If Consultant fails to Produce Records to the Port within ten (10) business days of the Port's written request, Consultant shall pay the Port a delinquency charge of \$25 for each day it does not Produce Records. The Parties agree that such delinquency charges are liquidated damages that represent a reasonable estimate of expenses the Port will incur because of Consultant's failure to Produce Records, and that such charges shall be deducted from the Port's next payment to Consultant.

8.3.1 “Produce” means to, at no cost to the Port and within ten (10) business days of the Port’s written request, provide the Port (or the Port’s representatives): (a) copies of Records requested by the Port; (b) the ability for the Port to inspect the Records at a location within a fifty (50) mile radius from the Port offices at 530 Water Street, Oakland, California, or if the Records are not located within said fifty mile radius, the ability for the Port to inspect the Records at another location after Consultant pays the Port all reasonable and necessary costs incurred (including, without limitation, travel, lodging, and subsistence costs); and (c) copies of Records in electronic format through extracts of data files in a computer readable format, such as email attachments, data storage devices, or another adequate electronic format.

9. Notices; Agent for Service of Process

9.1 **Notices.** The Port’s and Consultant’s Notice Addresses are set forth in **Appendix D (Parties)**, unless otherwise amended in writing with notice to the other Party. All notices or other communications given or required to be given under this Agreement shall be effective only if given in writing to the Party’s Notice Address and: (a) sent by certified mail with return receipt requested, (b) sent by overnight delivery service, or (c) delivered personally. Any such notice shall be deemed to have been given: (x) five calendar days after the date it was sent by certified mail; (y) one business day after the date it was sent by overnight delivery service; or (z) on the date personal delivery was made. The Parties shall also endeavor to send courtesy copies of all notices and communications electronically.

9.2 **Agent for Service of Process.** Pursuant to California Code of Civil Procedure, Section 416.10, *et seq.*, as applicable, Consultant hereby designates, authorizes, and/or otherwise identifies an agent for service of process as set forth in **Appendix D (Parties)**. Consultant may at any time designate, authorize, and/or otherwise identify a new agent for service in the State of California by providing written notice in compliance with this Agreement of the full name and address of its new agent (“Designation”). No attempt to revoke the agent’s authority to receive service shall be valid unless the Port has first received a duly executed Designation of a new agent meeting the requirements of California law.

10. Disputes; Statutes of Limitation; Governing Law

10.1 **Dispute Resolution.** In the event of any dispute between the Parties under this Agreement, the Parties shall make their best efforts to meet and confer in good faith to resolve the dispute amicably. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement.

10.2 **Attorneys’ Fees.** If either Party commences an action against the other in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys’ fees and costs of suit.

10.3 **Statutes of Limitation.** As between the Parties, any applicable statute of limitations for any act or failure to act shall commence to run on (a) the date of the Port’s issuance of the final Certificate for Payment or termination of this Agreement, or (b) termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

- 10.4 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.

11. Miscellaneous

- 11.1 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer rights or benefits on persons or entities not party to this Agreement.
- 11.2 Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 11.3 No Waiver.** Any progress payments, approvals, inspections, reviews, oral statements, or certifications by any Port representative or by any governmental entity with respect to this Agreement shall in no way limit Consultant's obligations under this Agreement. Either Party's waiver of any breach, or the omission or failure of either Party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any Party is entitled, and shall not in any way affect, limit, modify, or waive that Party's right thereafter to enforce or compel strict compliance with every provision hereof.
- 11.4 Covenant Against Contingent Fees.** As required by the Port's Purchasing Ordinance No. 4576 (as it may be amended from time to time), Consultant warrants that no person or agency 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. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee. The following definitions apply to this Section:
- 11.4.1** "bona fide agency" means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.
- 11.4.2** "bona fide employee" means a person, employed by Consultant and subject to Consultant'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 the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.
- 11.4.3** "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.
- 11.4.4** "improper influence" means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

- 11.5 Warranty of Signatories.** Every person signing this Agreement on behalf of Consultant represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on Consultant.
- 11.6 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.
- 11.7 Severability.** If any provision (or portion thereof) of this Agreement is found to be invalid by a court, arbitrator, or government agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision (or portion thereof) of this Agreement is prohibited by, or made unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective without affecting the remainder of this Agreement, which shall be enforceable to the fullest extent permitted by law. To the greatest extent permitted by law, the provisions of such applicable law are hereby waived so that this Agreement may be deemed to be a valid and binding agreement.
- 11.8 Entire Agreement.** This Agreement contains the entire, exclusive, and integrated agreement between the Parties regarding the subject matter of this Agreement and shall supersede any and all prior negotiations, representations, understandings, or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by mutual written agreement by the Parties and approval, as necessary, by the Board of Port Commissioners and/or Port Attorney.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

| | |
|--|---|
| <p>PORT OF OAKLAND</p> <p>CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____</p> <p>DANNY WAN, Executive Director</p> <p>_____</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: _____</p> <p>MARY C. RICHARDSON, 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#: 2023-</p> | <p>CONSULTANT</p> <p>_____, a [State] [business form/type, i.e. corporation, etc.],</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____</p> <p>ATTEST (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p> |
|--|---|

APPENDIX A

SERVICES

Consultant and Port agree that the terms and conditions set forth in the body of this Agreement or in the other Appendices supersede any term, condition, or other language in this Appendix A (or any other document attached to this Appendix A, other than Appendix A-1) that conflicts with or is inconsistent with those terms and conditions.

A. SCOPE OF WORK

[The below scope, terms and requirements are a partial list of the minimum scope and terms of Consultant's services; the complete Scope of Work will be inserted following award and prior to the finalization of any associated agreement.]

Consultant shall perform Services on an "as-needed" basis. Each task assigned by the Port will have the following specific detail specified: (1) scope of work, including deliverables list; (2) schedule of performance and deliverables; (3) identification of authorized subconsultants; and (4) compensation amount. Each task shall be in writing, authorized, and signed by both the Port (through the Project Manager) and Consultant using a Technical Service Order ("TSO") in the form attached hereto as Appendix "A-1." For each TSO, Consultant shall complete and provide the Port with a Chart for Submitting Date on Local Certified Businesses in the form attached hereto as Attachment 1 to TSO. Once a TSO is approved, it will become a part of Appendix A and incorporated into the Agreement. The Consultant shall not begin any Services under this Agreement until an authorized TSO is approved in writing by the Port. Execution of this Agreement does not constitute any guarantee of business or that any work or tasks will be assigned to Consultant. Port reserves the right to contract with other firms at any time for services if it is deemed to be in the best interest of the Port.

If applicable, the following capitalized terms, as used in this Agreement or in this Appendix or any of the other Appendices, have the following meanings:

☐ "Software" means: _____.

☐ "Software" is provided as "software as a service" and delivered through the following online or mobile-access platform(s): _____.

☐ "Equipment" means: _____.

B. APPROVED SUBCONSULTANTS

Consultant shall use only the following personnel and subconsultants in performing Services:

_____.

C. TERM OF AGREEMENT

The term of this Agreement shall be for ____ year(s) commencing _____ ("Effective Date") and terminating _____.

☐ The Port has the option of extending the Agreement for an additional _____ in _____ increments as authorized by the Executive Director and documented by a supplemental agreement to this Agreement, provided, however, that there shall be no increase in the Maximum Compensation payable hereunder.

APPENDIX A-1

TECHNICAL SERVICE ORDER FORM

***(for use with Port Environmental Programs and Planning projects/matters, or other
Environmental-related projects/matters)***

CONSULTANT/ADDRESS: _____

DATE OF TSO-E: _____ **TSO-E NO.:** _____

IMPORTANT NOTICES:

1. THIS TECHNICAL SERVICE ORDER ("TSO-E") IS ACCEPTED IN ACCORDANCE WITH ALL PROVISIONS IN THE AGREEMENT BETWEEN THE PORT AND THE CONSULTANT AS SPECIFIED BELOW AND WILL BE A SUPPLEMENT TO APPENDIX A OF SUCH AGREEMENT. ALL TERMS AND PROVISIONS OF SAID AGREEMENT APPLY TO THIS TSO-E.
2. THIS TSO-E IS NOT VALID UNLESS SIGNED BY BOTH THE PORT (THROUGH THE PROJECT DIRECTOR/MANAGER AND THE PORT ATTORNEY IF THE TSO-E IS IN THE AMOUNT OF \$150,000 OR MORE) AND CONSULTANT.
3. THE PORT RESERVES THE RIGHT TO CANCEL ANY WORK BY THE CONSULTANT WITHOUT CAUSE.
4. SEND A FULLY EXECUTED COPY OF THIS TSO-E TO THE PORT ATTORNEY'S OFFICE.

I. CONSULTANT AGREEMENT INFORMATION

CONSULTANT: _____
ORIGINAL AGREEMENT DATE: _____
AMENDMENTS (if any): _____
SCOPE OF WORK: _____
RESOLUTION NO.: _____
MAXIMUM AUTHORIZED AMOUNT: _____

II. SCOPE OF WORK

1. **PROJECT:** Description of work and services to be furnished, to be attached as Appendix A-2, must include:

- Work to be performed
- Schedule of work
- Basis for payment and fee schedule (to be consistent with contracted payment provisions)
- Specific Deliverables
- Reimbursable Expenses (with "not to exceed" cost, to be consistent with contracted payment provisions)

Check the box below if appropriate:

☐ Scope of work is subject to attorney-client and attorney work-product privilege.

III. TIME SCHEDULE

2. **COMMENCE WORK BY:** _____
3. **COMPLETE WORK BY:** _____

IV. COST

4. **MAXIMUM COMPENSATION FOR THIS TSO-E:** _____
BALANCE REMAINING IN AGREEMENT: _____

V. INSURANCE

Each TSO-E shall be reviewed and approved by Risk Management for insurance requirements.

APPROVALS

(Note: If the amount of this TSO-E is \$150,000 or more, Port Attorney approval is required)

Approved By: _____
Port Chief Engineer / Port Division Director

Approved By: _____
Port Attorney (if \$150,000 or more)

Accepted By: _____
Consultant

Attachment: Appendix A-2 - Scope of Work
Attachment 1 – Chart for Submitting Date of Local Certified Businesses

Oracle Account Coding

Organization Unit:
Oracle Account:
Oracle Project:
Oracle Sub-task:
Type:
TSO-E#:

APPENDIX A-2

SCOPE OF WORK

ATTACHMENT 1 TO TSO



**Chart for Submitting Date on
Local Certified Businesses**

| Company | Nature of Work to be Performed | Prime or Sub? | Location of Firm | *LIA/LBA SBE/VSBCE 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 | | | | |
| Total (must add up to 100%) | | | | | 100% | 100% |

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.

APPENDIX B

PAYMENT

1. **Services.** The Port will pay Consultant for Services, a Maximum Compensation defined below, which sum includes costs for reimbursable expenses, if any.

| | |
|-----------------------------|-----------|
| Maximum Compensation | \$ |
|-----------------------------|-----------|

The Maximum Compensation shall be full compensation for all Services required, performed or accepted under this Agreement. If the Port and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Maximum Compensation established in this Appendix.

The Maximum Compensation may only be increased if such increase is: (a) consistent with all applicable laws and regulations (including, without limitation, the Port's Purchasing Ordinance); (b) consistent with the applicable action authorized by the Board of Port Commissioners; and (c) documented by a supplemental agreement to this Agreement approved by the Executive Director. Any other increases shall only be allowed with a duly adopted authorizing resolution by the Board of Port Commissioners.

2. **Payment Schedule.** Progress payments for Services for each phase of the work shall be made as follows:

[Additional terms regarding payment schedule and rates will be inserted into this draft agreement following award and prior to the finalization of any associated agreement. All payments for services will be made after deduction of any applicable penalties or other payment deductions as stated in Section 5 below.]

- | | |
|--|--|
| <input type="checkbox"/> upon completion of the work | <input type="checkbox"/> as invoiced |
| <input type="checkbox"/> monthly | <input type="checkbox"/> as set forth in Appendix B-1, attached hereto and incorporated herein by reference. |

3. **Reimbursable Expenses Allowed?**

- ☐ **No.** There are no reimbursable expenses allowed under this Agreement.
- ☐ **Yes.** The Port will reimburse Consultant for the reasonable costs and expenses set forth below, provided they have been pre-approved in writing by the Project Manager. Any other costs or expenses not listed will not be allowed.

- 3.1 **Travel Costs.** Consultant shall obtain written approval of the Project Manager for all travel costs prior to submitting the invoice for reimbursement of these costs. The Project Manager will review and determine, in the Port's sole discretion, whether the travel costs are reasonable and reimbursable based on the equivalent standards and procedures set forth in the Port's Travel Authorization and Reimbursement Policy/Administrative Policy No. 406. (The Port will provide a copy of AP 406 to Consultant upon request.)

3.2 **Delivery Costs.** Courier services and overnight delivery costs incurred.

3.3 **Reproduction Costs.** Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, if any, incurred.

☐ **Limits:**

4. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to:**

Port of Oakland, Accounts Payable, P.O. Box 28413, Oakland, CA 94604

Or emailed to accountspayable@portoakland.com, referencing the purchase order number and/or contract number in the subject line.

5. **Deductions to Payments.** The Port shall have the right to deduct from the amount payable to Consultant, upon written notice, any unauthorized or disputed expenses, or for overpayment of expenses by the Port and any other amounts owed by the Consultant to the Port. If the Port is required or elects to pay any sum, or if it incurs any obligations or expenses, because of the failure, inability, neglect or refusal of the Consultant to perform or fulfill any of the terms and conditions of this Agreement that it is obligated to perform or fulfill, then the Port shall have the right to deduct these sum(s) from any and all amounts payable to Consultant.

APPENDIX C

INSURANCE

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.

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.
- **Right to Higher Limits.** If Consultant maintains higher limits than the minimum show above, the Port requires and shall be entitled to the higher limits maintained by the Consultant.
- **Right to Broader Coverage.** If Consultant maintains broader coverage than the minimum show above, the Port requires and shall be entitled to the broader coverage maintained by the Consultant.
- **Excess/Umbrella Liability Insurance.** Any umbrella or excess insurance shall strictly follow form of underlying insurance and comply with any requirements of this Agreement pertaining to the underlying coverage.
- **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

APPENDIX D

PARTIES

CONSULTANT

Full Legal Name of Consultant:

Corporate Address:

Form of Business Entity (Check one)

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

If Corporation, LLC, LP, LLP:

(Required Information)

**Agent for Service of Process
(Name and Address)**

Contact Individual / Position:

Telephone No.:

Facsimile No. (if any):

Email Address:

Website (if any):

Tax Identification No.:

PORT

| | |
|------------------------------|---|
| Division Director | |
| Project Manager | |
| Port's Notice Address | Director of Environmental Programs & Planning Port of Oakland 530 Water Street Oakland, CA 94607 |

APPENDIX E

FAA AIP GRANT-REQUIRED PROVISIONS

[To the extent this Agreement is funded by Federal and state grants, the Consultant will be required to comply with any additional provisions depending on funding requirements.]

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

Note: Consultant is sometimes hereinafter referred to as "Contractor" and the Port is sometimes hereinafter referred to as "Sponsor". The Agreement is sometimes hereinafter referred to as "contract". These provisions, as worded below, are required by the AIP and may not be amended.

A. General Civil Rights Provisions.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Compliance With Nondiscrimination Requirements.

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

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required

by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975

and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

D. Fair Labor Standards Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. Occupational Safety and Health Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

[FAA Updated 5.2023]

APPENDIX F
INDEMNIFICATION

- A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Port and its officers, agents, departments, officials, representatives, and employees (collectively, “Indemnitees”) from and against the Liabilities.

“Liabilities” means any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), 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:

- (1) Arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8; and
- (2) For Services not governed by California Civil Code Section 2782.8, arise from or relate to, directly or indirectly, in whole or in part:
 - (a) the Services, or any part thereof,
 - (b) any negligent act or omission of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant,
 - (c) any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual property or proprietary right of any person or persons in consequence of the use by the Port, or any of the other Indemnitees, of any of the articles or Services to be supplied in the performance of this Agreement (including any Software or Equipment, as defined in the Services), and/or
 - (d) any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Consultant or any Subconsultant.

Such obligations to defend, hold harmless, and indemnify any Indemnitees 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.

Consultant shall cause its Subconsultants 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.

B. *The following provision shall only apply to the extent that Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provide design professional services governed by California Civil Code Section 2782.8:*

- (1) Port shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. Port shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provisions is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- (2) If there is an obligation to indemnify under this Agreement, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.