



# PORT OF OAKLAND

Purchasing Department  
530 Water Street  
Oakland, CA 94607

March 20, 2020

## ADDENDUM No. 1

### RFP 23-24/26 – Security Services at Middle Harbor Shoreline and Port View Parks “Maritime Park Area”

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

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

1. **Question:** Who is the current Security Company contracted at the Port and what is the rate of pay?

*Answer: The current incumbent is ABC Security Services, Inc. The current contract costs are \$250,000 per year.*

2. **Question:** When was the current incumbent awarded the contract? Could you please provide us with a copy of current contract?

*Answer: The current incumbent was awarded the contract on December 27, 2014.*

*Please submit a formal Public Records Request for a copy of the current contract (<https://portfoakland.nextrequest.com/requests/new>)*

3. **Question:** Are there any subcontractors being used for the current contract?

*Answer: No subcontractors or subconsultants are being used now.*

4. **Question:** Do you require us to utilize a subcontractor?

*Answer: The Port of Oakland’s Non-Discrimination and Small Local Business Utilization Policy (NDSLUBUP) does not require that proposers or bidders use a subconsultant or subcontractor. The NDSLUBUP provides preference points for teams that use businesses certified by the Port of Oakland as Very Small Business Enterprises (VSBE), Small Business Enterprises (SBE), and local. The highest usage of VSBE businesses garner higher points. Port of Oakland certified businesses may be found here: <http://srd.portfoakland.com/>.*

5. **Question:** What was the initial term length of the current contract (for example, 1-year plus 4-year options, etc.)

*Answer: The initial term length of the current contract is for one (1) year with two (2) years of one (1) year option to extend. The Board of Port Commissioners approved several extensions beyond the initial terms of the contract.*

6. **Question:** What was the start date of the initial contact?

*Answer: The initial contract started on December 27, 2014.*

7. **Question:** What was the total spent in the last billed month?

*Answer: February is a short month, and the billing was around \$19,000.*

8. **Question:** Are there any other rates billed separately? (Such as equipment, vehicles, etc.)

*Answer: It is an all-inclusive hourly rate. Please refer to the Proposal Worksheet, Attachment 4 of the RFP. It shows a breakdown of items for you to cost out, but the total will become your all-inclusive hourly rate.*

9. **Question:** Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g. armed vs. unarmed), a need for additional resources?

*Answer: No changes or modifications. The scope and description within the RFP is current. Please refer to Section II. - Scope of Services, for more details.*

10. **Question:** What is the estimated total number of annual hours for this contract?

*Answer: There are 8,760 hours in one year. This contract requests security services 24 hours a day, seven days per week (including holidays), 12 months a year.*

11. **Question:** What is the current bill rate for each position?

*Answer: The current contractor pays their guards \$27.92; the Supervisor is paid an hourly rate of \$35.67. After completing the Proposal Worksheet, Attachment 4 in the RFP, you will present your own costs for Port review and evaluation. (See Page 10, Evaluation Weights)*

12. **Question:** Are there any additional services not listed in the RFP? For instance, the need for additional sites, seasonal required security, etc.

*Answer: No. Everything needed is listed under Scope of Services within the RFP. (See Section II., Page 1)*

13. **Question:** Beyond the state, prevailing wage, living wage ordinance and federal minimum wage, is there a local mandated wage or contract-specific wage?

*Answer: No, there is no contract specific wage rate outside of the Port of Oakland's Living Wage that is updated annually. More information on the Living Wage Policy can be found*

here: <https://www.portofoakland.com/wp-content/uploads/Employer-Notice-English-2023.pdf> Also refer to the RFP. Page 8, Section 6. - Proposed Costs, for more details.

14. **Question:** Is a Bid Bond or Performance Bond required? If yes, how much?

*Answer:* The Port does not require a Bid Bond or Performance Bond for security services.

15. **Question:** Is the current contract using vehicles? If yes, how many?

*Answer:* Yes. The incumbent provides their own vehicle. They use only one vehicle.

16. **Question:** Are there any MWBE/VS/DBE or other goals for this project?

*Answer:* No. This project is subject to the Port of Oakland's Non-Discrimination and Small Local Business Utilization Policy (NDSLBU). The NDSLBU does not require that proposers or bidders use certified subconsultant or subcontractor. However, the NDSLBU provides preference points for teams that use businesses certified by the Port of Oakland as Very Small Business Enterprises (VSBE), Small Business Enterprises (SBE), and local. The highest usage of VSBE businesses garner higher points. Port of Oakland certified businesses may be found here: <http://srd.portofoakland.com/>

17. **Question:** Was there a liquidation penalty on the previous contract?

*Answer:* See Attachment 10, Section 22 – Default and Remedies. This section includes bankruptcy and other defaults.

18. **Question:** What is the budget for this service?

*Answer:* We are seeking your cost proposals to determine a reasonable budget for these services over the next two (2) years. (See answer to #1 for current annual costs.)

19. **Question:** What equipment will be provided? What is required to be provided by contractor?

*Answer:* Security Services and your own equipment should be provided by the awardee. The Port provides a modular trailer, a telephone land line, and utilities.

20. **Question:** Are there other locations that could potentially be added?

*Answer:* No. If that were to occur, it would change the contract and all parties would need to mutually agree. This RFP is strictly for the limited areas described herein and depicted on the Maritime Park Area maps. (See Attachment 10, Exhibit A.)

21. **Question:** Is there a prevailing wage rate?

*Answer:* No. This contract is for security services only. Prevailing wage refers to Public Works contracts.

22. **Question:** Is parking provided for the guards at all locations?

***Answer:** Parking for the Operator's employees providing the Services will be in the public parking lot of the Maritime Park Area or other area designated by the Port. Employees are to park in this area only unless other provisions are arranged by the Port.*

**23. Question:** Are there lockers or other areas available for guards to keep personal items?

***Answer:** Yes, there are lockers in the modular trailer's shared areas, but guards should bring their own lock.*

**24. Question:** What challenges, problems or issues are there at any of the locations?

***Answer:** The park is in a remote area, nestled within active marine terminals. Truck operations are all around you on weekdays. Our biggest problems within the park are car break-ins and graffiti.*

**25. Question:** How many awards will be given and how is work assigned if there is more than one award?

***Answer:** There is only one award, one contract for this site.*

**26. Question:** Is training billable?

***Answer:** You have that option as you breakdown your costs on the proposal work sheet. (See Attachment 4 in the RFP.)*

**27. Question:** Are properties geographically located to allow relief for lunches, etc.?

***Answer:** Yes. There is an office trailer where you can eat or outside in the park. You are also welcome to visit the park site(s) and ask questions of the incumbent.*

**28. Question:** Page 2- Does the Supervisor have to be on-site 24/7 or just available?

***Answer:** The Supervisor duties are to manage the security guards and be available as a liaison to the Port at all times. You are not required to be on site at all times, but you are expected to check in on your officers daily and as needed. (See Scope of Services Section A and Attachment 10, Exhibit A, Section C for more details.)*

**29. Question:** How many special events are typically scheduled/held?

***Answer:** If you are referring to musical festivals, two per year. The Promoter/Event Coordinator must provide their own security and enlist Oakland Police Department during the event. We are currently not conducting any large events as we repurpose some areas of the park and complete construction. There are educational programs during the academic school year and family/company picnics throughout the year.*

**30. Question:** Page 2, #B4: Does this refer to a separate building or shared space?

***Answer:** This refers to the modular office trailer and it is a shared space, but security guards are housed there 24/7. Landscapers also use this space periodically to eat their lunch and or use the locker.*

31. **Question:** Page 3, D – Is this required at proposal submission or at award?

*Answer: An Operations and Procedure Manual would be required after award and the awardee has thirty (30) days after signed agreement to submit for Port review and approval. (See Attachment 10, Exhibit D for more details)*

32. **Question:** Monthly Utilization of Local and Small Business Enterprises form and Final Utilization of Local and Small Business Enterprises form: Are these required for this solicitation, and does it refer to all contracts contractor has/had or just those in California, or just those in Oakland? Please advise on the proper completion of this form(s).

*Answer: The Monthly Utilization of Local and Small Business Enterprises, and Final Utilization of Local and Small Business Enterprises forms are required to be completed by the awardee of the “Maritime Park Area” contract. The awardee is required to only report on local and small business utilization on the “Maritime Park Area” contract.*

33. **Question:** Employer Self-Evaluation for Port of Oakland Living Wage form – Is this required? And should it be submitted to Kamal Hubbard or with proposal packet?

*Answer: The Employer Self-Evaluation is a required form that needs to be submitted as part of a firm’s proposal. Upon submission, the Self-Evaluation will be routed to Kamal Hubbard for review once a selection is made.*

34. **Question:** Is Exhibit A-1 Software applicable?

*Answer: At this time, the reference to Software does not apply. If in the future the Port decides to add software of any kind, Exhibit A-1 may apply.*

35. **Question:** How often/how much of the Administrative Fees in Exhibit C have been assessed?

*Answer: No, Administrative Fees have been assessed to date.*

36. **Question:** Are Exhibits J&K to the sample agreement required to be submitted with proposal?

*Answer: Exhibits J&K are NOT required to be submitted with your proposal. They are part of the Standard Service Contract, and the awardee is expected to submit these items when preparing for contract signatures.*

37. **Question:** Are Attachment 11 and 13 to the sample agreement required to be submitted with proposal?

*Answer: Attachment 11 and 13 are part of the Request for Proposals. They are required to be submitted.*

38. **Question:** Please confirm vendor may submit a Price Narrative (PDF) with pricing form to provide additional details regarding proposed fees, etc.

*Answer: You may submit any related items. There is no requirement to submit a price narrative.*

39. **Question:** Please confirm vendor is required to submit Cost Proposal in the current PDF format.

*Answer: Yes. Please follow the forms within the RFP.*

40. **Question:** Please confirm if vendor may upload a zip file with multiple attachments, if needed.

*Answer: Please upload your submission as a single file in Adobe Portable Document Format (pdf).*

41. **Question:** Please confirm a Cover Page and the cover letter will not count against the 16-page limit. Please confirm the Port does not want a Table of Contents or Page Dividers/Tabs included.

*Answer: No, Cover Page and Table of Content page do not count against the page number limit. Use Table of Contents or Page Dividers/Tabs at your own discretion and will not count against the 16-page limit.*

42. **Question:** Please confirm for Section 2. Knowledge and Experience (pg. 8) that we are to provide brief bios only for key personnel and NOT full resumes. Please confirm if bio information can be excluded from the page limit.

*Answer: Yes, brief biographies of your key personnel are acceptable. If awarded the contract, information regarding the guards, supervisors and other key related personnel that will work with the Maritime Park Area, will be expected. The bios will count against the page limit.*

43. **Question:** Please confirm if the required forms are included in the 16-page limit.

*Answer: The required forms will not count against the page limit. The 16-page limit only applies to the Submission Requirements. Submission Requirements are listed on page 7 and 8 of the RFP 23-24/26 document.*

44. **Question:** Please confirm if the Port will consider an Appendix or reference material to further support Respondent's capabilities (i.e., visuals on technology offerings re: dashboards, reporting, mobile app capabilities, etc.

*Answer: There is a 16-page limit. Please review Submission Requirements as referenced above.*

45. **Question:** Please confirm if each Section #1-8 has to start on a new page, or if it can be continuous due to the page count limit.

*Answer: Please use your own discretion. Continuous is fine.*

46. **Question:** Are Respondent's able to propose redlined changes for the Port's consideration, if applicable, or must the Service Agreement be accepted as is? If proposed redlines are acceptable, where in the proposal shall this information be submitted?

**Answer:** See Section III (5) of the RFP, which states: “Submission of a proposal will confirm that the Respondent fully understands and agrees with the provisions of the Port’s Standard Services Agreement (Attachment 10 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 Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.”

If your company is making any exceptions to the Port’s Standard Services Agreement (Attachment 10) and/or this RFP, they must be clearly set forth in your proposal and noted in Submission Requirements item 1 **Company Information** section. Exceptions are discouraged and may result in lower evaluation points during the Port’s evaluation of your proposal.

47. **Question:** States “Operator shall be required to either (1) utilize existing Port-provided technologies; (2) utilize future Port-provided technologies; or....” Please confirm what type of technologies the Port has available. Please confirm it is the Port’s preference to utilize Vendor’s technology solutions.

**Answer:** The Port is upgrading their technology at this time. In the future, we will be able to give that information to the awardee. Currently, we do not offer any technology. The incumbent uses their own technology. You are welcome to submit your technological solutions in your proposal for further review and consideration.

48. **Question:** Please confirm if the Deductible/Self-Insured Retention amounts listed under CGL, Business Auto Liability, etc. are negotiable? If so, at what stage of the RFP process?

**Answer:** Please refer to Exhibits G of Attachment 10, and Section IV.1 of this RFP.

49. **Question:** Please confirm Contractor’s Pollution Legal Liability Insurance is mandatory, or if this can be removed since it is not applicable to security guard services?

**Answer:** Please refer to Exhibits A and G of Attachment 10.

50. **Question:** May Supervisors be utilized as relief force to cover officers when they take their rest and meal breaks?

**Answer:** Yes.

51. **Question:** Is the Port looking for a fully dedicated Project Manager? If so, would this be allocated under Cost Factor G, Management?

**Answer:** Yes, on the Cost Proposal Management line, is where you should include those types of costs. It is up to the proposer to determine if a fully dedicated Project Manager is needed.

52. **Question:** How many vehicles are required at the moment?

**Answer:** Only one (1) vehicle has been used to date and the current guards all share the same vehicle per shift.

53. **Question:** Could the Port advise any specific vehicle model required?

*Answer: The Port does not advise the proposer on specific vehicles. We prefer that you inform us what you think is best to perform the duties listed within the RFP. We suggest you visit the park site to better understand what works best in the area.*

**54. Question:** What is the estimated annual mileage per vehicle?

*Answer: That information is only known by the Operator and is not a requirement to inform the Port.*

**55. Question:** Is the Port able to share if this provider has consistently met all required personnel requirements and/or identify any current challenges?

*Answer: The current incumbent has met all requirements.*

**56. Question:** Please confirm the preferred transition timeline (from notice of intent to award until project target start date of July 1, 2024) for the successful Offeror (i.e. 30 days, etc.). What is the anticipated award date?

*Answer: The anticipated award date would be April 30, 2024, at the latest. The preferred transition timeline would be no more than two days, the last weekend of June. This time would be used to bring your necessities on board for commencement of July 1, 2024. This is optional. Otherwise, the contract begins the morning of July 1, 2024, for the morning shift of the first officer as determined by the Operator.*

**57. Question:** Are security personnel required to have any specific vaccinations (i.e. COVID)?

*Answer: That was a requirement up until last year. We follow the state's guidelines regarding vaccinations. We would suggest that anyone working with the public should maintain their health as they are more exposed to potential colds, COVID, etc.*

**58. Question:** Are there any costs associated for security personnel to park to perform services (as noted in Exhibit E - Section I. Employee Parking)? If so, please provide the cost and/or any other parking options that are available.

*Answer: There are no parking costs for security personnel while performing their duties.*

**59. Question:** Please confirm if the Port has any KPIs/SLAs with financial penalties, as part of the contractual agreement. If so, please list and provide all the details.

*Answer: Yes. See Attachment 10, Exhibit C – Administrative Fees for more details.*

**60. Question:** Please confirm if the Port's locations/Scope of Work is subject to living wage requirements and/or a Union/CBA. If a Union/CBA applies, please provide a copy of the applicable CBA. If a Union/CBA applies, please also provide a copy of the applicable seniority list. If a living wage requirement applies, please provide ordinance number(s).

*Answer: Living Wage applies if the employer has 20 or more employees working at the Port. Please review Attachment 10, Page 16, Living Wage Requirements.*



61. **Question:** Please confirm what the Port's invoicing (i.e. weekly, monthly, etc.) and payment terms (i.e. NET 30) are.

*Answer: This contract has been invoiced monthly and paid within 30 days.*

62. **Question:** What is the current turnover rate % the Port is experiencing today?

*Answer: We have not had a guard turnover rate with the current incumbent and have worked with the same guards on site for some years.*

63. **Question:** Please confirm it is the Port's preference to retain incumbent security personnel who meet all new contract requirements. If so, must incumbent personnel (who are already serving on the program) be retrained and rescreened if they remain on the program under a new contract? Or will they be grandfathered in with their current training and screening?

*Answer: The awardee is open to making offers to anyone they deem fit for this contract. If that turns out to be current guards on site, the Port can't decide on training. Most companies would deem it necessary to orient new hires into their goals, philosophy, etc. You will need to make that determination.*

64. **Question:** Can Charts and Exhibits be attachments and not count in the 16 pages?

*Answer: See Section IV, Submission Requirements. The bidder's proposal will be no more than 16 pages "excluding" the required attachment forms provided with this RFP.*

65. **Question:** For the required vehicle, is there a make & model preference? What is the amount of mileage driven by the vehicle per month? Are the "Pathways" wide enough for a vehicle or is a golf cart required? If a golf cart is required, is there a place to charge the cart?

*Answer: The pathways are wide enough for regular vehicles and trucks. The Port leaves the vehicle type up to the proposer and or awardee. The Port has not required the Operator to submit mileage information. Those costs are the sole responsibility of the Operator, we have no knowledge. We do have an electric charge station that we use for our electric mule vehicle. This can also be used by the awardee if necessary.*

66. **Question:** Do the Security Professional's require TWIC Cards for this post?

*Answer: No, TWIC card is required.*

67. **Question:** How are security officers relieved when taking required Rest and Meal Breaks? In order to stay in compliance with CA Rest and Meal Break Laws, the Security Professional has the right to leave the property during their break. What is preventing someone to take their 30-minute break? If a contractor cannot have someone on the site 24/7 because the Security Professional can legally leave the site to take their break, is the Port open to having two (2) Security Professionals on site to relieve each other? How is the current incumbent relieving security professionals when taking their required Rest and Meal Breaks?

*Answer: Their supervisor relieves them during meal breaks. They take their 15-minute breaks on site. The Maritime Park Area is in a remote location filled with operating terminals and truckers. Most guards bring their lunch and don't care to venture out in the*

*truck traffic. As the proposer, you can describe within your plan and approach more about meals, breaks, two officers, etc. We welcome your vision on how best to offer your security services.*

**68. Question:** What is the reason for going out to bid for security services?

*Answer: We have not gone out to bid since before the pandemic. It is time to open the contract for all to bid on these security services.*

**69. Question:** On Page 2 of 14 of the RFP, (B. Basic Security Services, #4): with regards to the modular office trailer and the potential execution of a separate license agreement or short-term space assignment, will any such license agreement or short-term space assignment entail payment of any fees?

*Answer: See Section 10 (Premises) of Attachment 10 (Standard Services Agreement), which states in pertinent part: “For the purpose of performing all duties and obligations required by the Agreement and for no other purpose, the Port shall allow Operator, as a licensee, and at no charge to Operator, to use (not exclusively) a modular office trailer designated within MHSP. ...”*

**70. Question:** Does the Port have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the Proposer?

*Answer: Employee retention is a standard the Port and most companies work toward. While we don't have an external policy, we do strive to retain our employees. If awarded this contract, we encourage you to reach out to offer employment to those who may be in transition.*

**71. Question:** It is understood that for Emergency Assignments, the Operator shall provide up to four (4) additional guard staff within four (4) hours' notice by the Port. For other “As Needed” services, how much notice will be provided by the Port that are not emergencies? How often are these types of requests made each year? Typically, how many Security Professionals will be needed upon those requests (non-emergency)? How long will the Security Professionals be needed when requested?

*Answer: The as needed assignments are usually at least days in advance. These services happen if there is a protest in the area. We add an additional guard from morning until sundown. We ask that the bidder has the ability to cover any and all emergencies with up to four (4) guards within a period of hours. During specific holidays, we use an extra guard per shift. The awardee will always be notified in advance unless it is something out of our control.*

**72. Question:** What other equipment is required to work on this site besides vehicle and communication device? Besides keys, is there any other equipment provided by the City?

*Answer: No other equipment is provided by the Port. The proposer should have visited the site by now and have a sense of what they need for their guards. If not, you should go to the site and assess. The incumbent is aware of the RFP, and you are welcome to ask questions.*

73. **Question:** Is the current incumbent currently using any technology for incident reports, Officer/Guard Tracking/GPS? If so, what technology is currently being used for reporting and tracking officers?

*Answer: The incumbent uses the Silver Trac phone systems for tracking, reporting, etc.*

74. **Question:** Are there restroom facilities in close proximity to all of the posts

*Answer: Yes.*

75. **Question:** Will the Port permit rate increase for unforeseen cost increases outside of the Contractor's control such as: increases in Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?

*Answer: See Cost Proposal Worksheet, Attachment 4 in the RFP. This form allows you to enter "Other" costs associated with the job including sick pay. Upon submitting your proposals, your costs are locked in for one year at the hourly rate from your calculations. The Port will not pay increases, but escalating prices are annual and based on the Consumer Price Index. (See Attachment 10, Exhibit B, Compensation for more details.)*

76. **Question:** In Exhibit C, 6. Miscellaneous, 7.7, it appears that the sentence is missing information. It's not specific to what needs to be provided to the Port within 30 days from the Commencement Date of the Agreement. Please clarify. Question: In Exhibit B, please confirm the Port's preference in providing the Total Maximum Compensation for All Services. Is the Port preferring to see an "Annual" dollar amount for each year?

*Answer: You are correct, 7.7 is missing information and should therefore be disregarded. Yes, in Exhibit B, the Port is looking for your annual costs and Total Maximum costs where stated.*

77. **Question:** We note the requirement for the Operator to institute a mandatory, random drug and substance abuse testing program. See RFP Section II.E.15 on page 4; and Standard Services Agreement Exhibit A Section I on page 6. It is our understanding that the State of California imposes significant restrictions on an employer's ability to conduct random drug testing. Can the phrase "Where not prohibited by applicable law" be inserted before: (1) the word "Operator" on line 1 of RFP Section II.E.15; and (2) at the beginning of the second sentence of Standard Services Agreement Exhibit A Section I?

*Answer: This RFP and any resulting agreement are subject to applicable laws. For proposed exceptions to the agreement, please see Section IV.1 of this RFP.*

78. **Question:** According to RFP Section III.5 on page 7, Exceptions to the Standard Services Agreement and the RFP may be submitted with the bidder's proposal. May Exceptions be taken to the Insurance Requirements at Exhibit G of the Standard Services Agreement and the Indemnification Provision at Exhibit I of the Standard Services Agreement?

*Answer: Please refer to Sections VI.E and IV.1 of the RFP. Exceptions are discouraged and may result in lower evaluation points during the Port’s evaluation of your proposal.*

79. **Question:** The “Coverage” requirement for the Commercial General Liability Insurance in Section 1 of Exhibit G of the Standard Services Agreement requires that coverage be provided on a Standard ISO Commercial General Liability form. Can that specification be revised to refer to a “Standard ISO Commercial General Liability form or equivalent”?

*Answer: For proposed exceptions to the agreement, please see Section IV.1 of the RFP.*

80. **Question:** We note that the City and certain other parties must be included as additional insureds on the Operator’s Commercial General Liability Insurance and Business Automobile Insurance. See the “Additional Insured” requirements in Section 1 and Section 2 of Exhibit G of the Standard Services Agreement. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured “where required by written contract.” Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the “Additional Insured” requirements in Section 1 and Section 2 of Exhibit G of the Standard Services Agreement be replaced with the following to reflect those parameters?

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 shall be included as additional insureds to the extent of the Operator’s indemnification obligations under this Agreement and up to the required insurance coverage amount. Coverage for additional insureds may be provided by a blanket endorsement that covers additional insureds where required by written contract.

*Answer: For proposed exceptions to the agreement, please see Section IV.1 of the RFP. Exceptions are discouraged and may result in lower evaluation points during the Port’s evaluation of your proposal.*

81. **Question:** Can the “Loss Payee” requirement in Section 6 of Exhibit G of the Standard Services Agreement be revised to insert the phrase “as its interests may appear” at the end of the sentence?

*Answer: For proposed exceptions to the agreement, please see Section IV.1 of the RFP.*

82. **Question:** We note that the City requires that the City’s rights as an additional insured extend to the Operator’s entire tower of insurance. Note “Other Insurance Requirements/Right to Higher Limits” on page 2 of Exhibit G of the Standard Services Agreement. Our company is a large, national security provider that maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it

compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City's desire for additional coverage, and therefore we propose a compromise whereby all Commercial General Liability limits will be increased to \$15 million, and all Auto Liability limits will be increased to \$5 million per accident in exchange for deletion of the cited section. Is the proposed compromise acceptable?

*Answer: For proposed exceptions to the agreement, please see Section IV.1 of the RFP. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.*

83. **Question:** Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for the negligence or willful misconduct of indemnitees or third parties. Can the penultimate sentence on Exhibit I of the Standard Services Agreement be replaced with the following to reflect those parameters? 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 any of such Indemnitees or any third party other than Operator, its employees or subcontractors, but shall apply to all other Liabilities.

*Answer: For proposed exceptions to the agreement, please see Section IV.1 of the RFP. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.*

**There are no other questions to RFP No. 23-24/26.**