

# **REQUEST FOR PROPOSAL**

For

**Port Security Operations Center  
Staffing and Security Patrol Services**

**22-23/18**



**PORT OF OAKLAND**

PURCHASING DEPARTMENT  
530 WATER STREET  
OAKLAND, CA 94607



## PORT OF OAKLAND

### REQUEST FOR PROPOSAL

#### RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services

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

#### Proposal Information

<b>Proposal Title</b>	<b>Port Security Operations Center Staffing and Security Patrol Services</b>
<b>Proposal Type</b>	<b>Professional Services</b>
<b>Proposal Number</b>	<b>22-23/18</b>
<b>Proposal Issued</b>	<b>January 6, 2023</b>
<b>Department Requesting Services</b>	<b>Maritime</b>
<b>Non-Mandatory Pre-proposal Meeting</b>	<b>January 13, 2023 at 9:00 a.m. (Pacific Time Zone)</b> Zoom Meeting: <a href="https://portoakland.zoom.us/j/98845237873">https://portoakland.zoom.us/j/98845237873</a> Meeting ID: 988 4523 7873 One tap mobile +16699009128,,98845237873# Meeting Passcode: 837392 Phone Number: (669) 900-9128
<b>Scheduled Publication Date</b>	<b>January 6, 2023</b>
<b>Proposal Due Date and Time</b>	<b>February 6, 2023 until 11:00 a.m. (PST)</b>

#### Instructions for Submitting Proposals

<b>Electronic Delivery Address</b>	<a href="https://lf.portoakland.com/">https://lf.portoakland.com/</a> Please login to Liquid Files at the above listed URL and click on the " <b>Register</b> " button to upload your proposal to echiu@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. ( <b>Note:</b> Liquid Files limits the file size to a maximum of 3 Gigabytes (GB), and 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.).
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<b>Submittal Copies</b>	One (1) Original proposal as a <b>single file in Adobe Portable Document Format (pdf)</b> 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.)
<b>Late Submittals</b>	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:

<b>Location</b>	<b>Address</b>
<b>Physical</b>	Please call Eva Chiu at (510) 627-1526 or email echiu@portoakland.com for any issues downloading RFP document from the Port website or to request an email copy.
<b>Website</b>	<a href="http://www.portofoakland.com/business/bids-rfps/">http://www.portofoakland.com/business/bids-rfps/</a> Or navigate to the Port of Oakland's main website at: <a href="http://www.portofoakland.com/">http://www.portofoakland.com/</a> , 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 fax or email as follows:

<b>Primary Contact</b>	Eva Chiu Email: echiu@portoakland.com
<b>Question/RFI Due Date</b>	<b>January 18, 2023 until 4:00 p.m.</b> 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.
<b>Response Date</b>	<b>January 24, 2023</b> All pertinent questions will be responded to <b>via addendum</b> 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 Contractor 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	<b>Yes</b>
2	Statement of Equal Employment Opportunity	<b>Yes</b>
3	RFP Acknowledgement and Signature Form	<b>Yes</b>
4	Proposal Worksheet	<b>Yes</b>
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy <b>A.</b> Chart for Submitting Data for Calculation of Preference Points <b>B.</b> Local Participation Questionnaire <b>C.</b> Monthly Utilization of Local and Small Business Enterprises <b>D.</b> Final Utilization of Local and Small Business Enterprises	<p style="text-align: center;"><b>Yes</b></p> Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.)  Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	<b>Yes</b>
7	City of Oakland City Charter §728 Living Wage Information <b>A.</b> Employer Self-Evaluation for Port of Oakland Living Wage	<p style="text-align: center;">No</p> (Attachment 7-A and 7-B are required prior to entering

Title		Must Be Returned with Proposal
	B. Certificate of Compliance—Living Wage	into contract with the Port of Oakland)
8	Statement of Living Wage Requirements	<b>Yes</b>
9	Supplier Insurance Requirements	No
10	Insurance Acknowledgement Statement	<b>Yes</b>
11	Services Agreement	No  (Note: If awarded the contract, the successful Contractor will execute a revised version of the Port’s Services Agreement, which will be consistent with the provisions of this RFP.)
12	Information Required to Comply with California Labor Code Section 2810	<b>Yes</b>
13	Labor Peace Rule for Certain Operational Services (Port Ordinance 4587)	No
14	Statement of Adherence to Labor Peace Rule	<b>Yes</b>
15	Seaport Map	No

## **I. Project Overview**

The Port of Oakland invites the submittal of a written proposal from qualified companies interested in providing both 1) staffing services for its Port Security Operations Center ("PSOC"), and 2) providing related unarmed security and patrol services.

The selected Contractor will provide an experienced PSOC Supervisor, PSOC Operators, and security guards described within this request for proposal ("RFP") on a temporary contract basis for up to a six-year time period (two-year initial term, plus 2 two-year Port options to extend). The security guard patrol services and PSOC Operator(s) are needed in the Port Maritime Area ("Seaport"), twenty-four (24) hours a day, seven (7) days per week (Monday – Sunday, including holidays), and the PSOC Supervisor on a forty (40) hour per week, Monday - Friday schedule.

The primary focus of these services is to monitor activity within the Seaport, manage safe and efficient vehicular traffic flow, observe, report, and investigate suspicious or criminal activity, and ensure compliance with certain 33 CFR requirements as it relates to maritime facilities. The Port will provide office space, utilities for the office space, including internet, landline telephone service, and certain equipment, including office equipment (computer workstation(s) and related equipment), and portable radios for use by the selected Contractor. Proposing Contractors should carefully review the requirements of this RFP to ensure that they meet all stated requirements. The Port reserves the right to require Operator execute a separate license agreement or short-term space assignment, in a form acceptable to the Port, that governs Operator's use of the Premises.

The Seaport includes container terminals, intermodal rail facilities and the Port-owned property of the former Oakland Army Base. The areas requiring unarmed security services and patrol are depicted in **Attachment 15**.

This RFP outlines the minimum service requirements and all obligations of the selected Contractor. It also specifies when, how, and with what detail, to respond. Proposers are required to answer all of the Port's required elements in the order and content requested.

The Port reserves the right to not contract out any services, or, through contract negotiations, to settle on final service, cost, and terms with the Proposer that is determined to be the most qualified.

### **About the Port of Oakland**

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is one of the top ten busiest container ports in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port generates approximately 84,100 jobs in the region and over 1,000,000 jobs are related to the Port across the United States. The Port is an independent department of the City of Oakland.

## **II. Scope of Services**

### **A. Overview**

#### **1) PSOC Staffing**

The selected contractor shall staff the PSOC with an organized and highly skilled team whose mission is to continuously monitor and improve the safety and security posture within the Port, while deterring, detecting, analyzing, and responding to security incidents with the aid of technology and well-defined processes and procedures. The PSOC staff utilizes various communication and computer systems to

provide twenty-four (24) hour, seven (7) days a week security oversight throughout the Seaport, providing direction to assigned security patrol staff, and maintaining positive cooperative relationships with Port tenants, Port Staff, and other local, state, and federal agencies as may be directed. Additionally, the PSOC serves as the Port's Emergency Operation Center (EOC) which accommodates the incident management staff when activated in preparation or in response to a significant safety, security, environmental, etc. incident within the Seaport. The PSOC staff will serve as an integral resource to the incident management team, utilizing existing maritime security systems to provide real-time situational awareness during emergency operations. The PSOC staff is defined as follows:

1. **PSOC Supervisor.** The PSOC Supervisor shall be responsible for the majority of the administrative/managerial duties associated with day-to-day PSOC operations and oversight of the twenty-four (24) hour, seven (7) days a week PSOC operators and security patrol staff (aka guards). Duties will include providing operator and guard supervision, developing/coordinating watch and patrol schedules, developing and updating operating procedures, collection of necessary data to provide statistical reports, coordinating requisite training, and coordinating efforts with Port staff and system vendors, and other duties as assigned by the Port Facilities Security Officer (PFSO). One Supervisor must be on duty forty (40) hours per week, every week (not including holidays), divided evenly Monday through Friday on the day shift. Reasonable vacation time must be coordinated with the PFSO. The PSOC Supervisor must also be qualified as a PSOC operator and may be required to fill that role as necessary. The PSOC Supervisor reports directly to the PFSO with respect to all contract required services. As applicable, any union or otherwise required breaks should be staggered and self-coordinated during each shift.
2. **PSOC Operators.** The PSOC Operator directly monitors and operates the Port's maritime security system and other technology within the PSOC. One operator must be on duty within the PSOC twenty-four (24) hours per day, seven (7) days a week, including holidays. The Port anticipates three (3), 8-hour shifts with one (1) person per shift. Proposals should be based on this level of staffing. The Port considers the two (2) day shift(s) to be between the hours of 7:00 a.m. and 11:00 p.m., and the one (1) night shift to be between the hours of 11:00 p.m. and 7:00 a.m. Other suggested watch schedules may be entertained, however require prior approval of the PFSO. As applicable, any union or otherwise required breaks should be staggered and self-coordinated during each shift.

## **2) Security and Patrol Services**

In coordination with the PSOC Operator and/or Supervisor, the Port relies on qualified personnel to provide security and patrol services twenty-four (24) hours a day, seven (7) days a week to maintain overall situational awareness, ensure safe and efficient vehicular traffic flow, and to observe and report suspicious or criminal activity within the Seaport.

1. **Security Patrol** The Security and Patrol Services guards shall be responsible for patrolling the Seaport, in coordination with the PFSO and PSOC Operator, and under direct supervision of the PSOC Supervisor. Two (2) guards must be on duty twenty-four (24) hours per day, seven (7) days a week, including holidays. The Port anticipates three (3) 8-hour shifts with two (2) guards per shift. Costs Proposals should be based on this expected level of staffing. The Port considers the two (2) day shifts to be between the hours of 6:00 a.m. and 10:00 p.m., and the one (1) night shift to be between the hours of 10:00 p.m. and 6:00 a.m. Hours for the second guard should be staggered. Other suggested watch schedules may be entertained, however require prior approval of the PFSO. Any applicable union or otherwise-required breaks should be staggered and self-coordinated during each shift.

Important note: Availability of qualified PSOC Operators and security patrol guards must be sufficient to ensure that no individual performs more than twelve (12) hours of duty within any twenty-four (24) hour period. Any overtime charges incurred are at the sole expense of the Contractor.

## **B. Specific Responsibilities and Duties**



## **1) PSOC Staffing**

The selected Contractor shall provide experienced and qualified personnel to staff the PSOC and perform all required duties, including, but not limited to, the following:

1. Demonstrate experience with positive references in actual performance during an identifiable crisis or emergency at a specific monitoring location. A detailed description of the role and outcome should be provided.
2. Operate and monitor a computerized, integrated system of closed-circuit television cameras, intrusion detection system, geographic mapping, alarm systems, on-line data and tracking systems, mass communication system, and other systems of the PSOC.
3. Monitor Port's maritime access control systems to ensure no unauthorized access to secure areas by the public, employees, or tenants of the Port; follow established protocols to grant access to authorized users.
4. Identify, acknowledge, and facilitate appropriate response to security system alarms of varying levels of significance; quickly assess conditions and situations based on system information; make notification decisions based on Port maritime security policies and procedures; direct and deploy security and patrol units as needed to respond; activate and coordinate emergency response plans; coordinate requests to police and fire dispatch centers for the deployment of emergency personnel to investigate and resolve incidents; maintain knowledge and status of the incident response teams; relay information and coordinate Port resources.
5. Receive telephone calls on a range of routine to emergency issues; respond to calls requesting Port services and transfer calls to City Police and Fire Dispatch centers, when appropriate.
6. Collect, analyze and disseminate all intelligence and information received in the PSOC from a variety of sources including Marine Terminal Operators ("MTOs") and other port tenants regarding real or potential security breaches to internal (City of Oakland Police and/or Fire Department), external (U.S. Coast Guard), and other emergency service organizations as may be necessary.
7. Relay information as appropriate and directed by policy or Port Management to appropriate Port and tenant personnel regarding emergencies and hazardous conditions; operate public communication systems including notification systems, emergency roadside signage, and radio stations.
8. Provide a standardized reporting method/form to electronically log, document, and maintain records of all calls for requested service/assistance, emergency response incidents, and general activity including radio transmissions.
9. Transmit and receives radio, text, or other electronic messages to/from patrol service units in the field using appropriate radio communication procedures.
10. Operate computer software systems in response to requests from field personnel/security and patrol units in order to retrieve vehicle, person, or situational information for transmittal back to the field unit.
11. Conduct status checks and review the condition of the security system to ensure operational capabilities and to prevent malfunctions; troubleshoots and adjusts the system as directed; provide priority maintenance recommendations; identify security system improvements needed and submits change requests.
12. Monitor PSOC equipment and systems; troubleshoots minor malfunctions.
13. PSOC Supervisor will provide an adequate level of supervision of operators on an assigned shift; trains operators in the proper use of the PSOC technology, operating systems, policies and procedures; evaluate the performance of operators.
14. PSOC Supervisor may draft or update operating policies and procedures for the PSOC in accordance with Port priorities and best practices.
15. Coordinate with vendors and Port staff to ensure the smooth operation of the PSOC.
16. PSOC Operators will provide direct oversight, guidance, and tasking to security and patrol service guards.
17. Collect monthly statistics and create reports as requested by the PFSO.
18. Perform other duties and tasks as assigned to carry out the terms of the RFP.

## **Operations Reports**

1. The Contractor shall provide Daily, Weekly, Monthly, and Annual Operations Summary Reports, which shall include, at a minimum:
  - A. Daily employee operations and incident reports
  - B. Weekly employee work schedule and employee rosters
  - C. Monthly employee payroll reports/invoice
  - D. Monthly employee training
  - E. Annual report of major incidents that occurred or were responded to by the Contractor since the commencement date or since the prior reporting date
  - F. The Contractor shall immediately report any personal injuries, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public. A follow-up written report delineating the emergency condition and corresponding action taken shall be submitted to the Port within 24 hours.
  - G. Any other information the Contractor deems necessary.
  - H. The Port, at the discretion of the PFSO, may modify these reports as to type and frequency.

## **2) Security Patrol Services**

The Contractor shall provide the following security patrol services, further specified as follows:

1. Basic Security Services shall be two (2) security patrol guards (identified as "guard" or "guards" throughout the body of this document) and two (2) vehicles providing security patrol services, via three eight (8) hour shifts. Shifts for both guards should also be offset. Proposal costs should be based on this level of staffing.
2. Conduct roving patrol services throughout the Seaport per tasking from the PSOC Supervisor or operator on watch, who are acting under the direction of the PFSO.
3. Contractor provided vehicles should be highly visible, suitable for an industrial area (regular-size SUV or pick-up truck) and equipped with appropriate security markings and lighting.
4. Report suspicious or criminal activities to Port Staff, generally via the PSOC Operator.
5. Monitor traffic (primarily trucks) both transiting and that are in queue awaiting entry to marine terminals. When observed, guards shall respond to truck line cutting incidents by tactfully communicating with truck drivers and directing them to go to the back of the queue line, in accordance with Port policy and best practices.
6. Monitoring traffic flow/directing traffic, including large commercial vehicles.
7. Perform access control and other security related duties such as vehicle inspections, as applicable to federally regulated secure restricted facilities in accordance with Title 33 Code of Federal Regulations (CFR), specifically part 105.210, and the Maritime Transportation Security Act (MTSA).
8. Inspect vehicles for vehicle-borne improvised explosive devices (VBIEDs).
9. Perform perimeter patrol and fence line inspections.
10. Patrol and secure construction and vacant sites as directed.
11. Collect relevant information from involved parties associated with traffic or other security incidents including, but not limited to, vehicular collisions, hazardous material spills, truck line cutting, theft, vandalism, etc.
12. Escort "unbadged" personnel (employees, contractors, etc.) within certain access-controlled areas.
13. Effectively communicate via Port-provided radio system. Additionally, Contractor shall provide cellular phones for use by each guard when on duty, as an alternative communication means.
14. Coordinate with Port, Public Safety, and Emergency Responders for significant events and/or specific areas that require increased enforcement.
15. In the event a guard is unable to perform his/her duties during a shift due to illness, injury, or other reasons, the Contractor shall provide a replacement guard within two (2) hours from the time the post is vacated, unless otherwise authorized by the PFSO.

## **C. Holidays**

The Contractor is required to fulfill the Scope of Services for all holiday periods as noted in sections above. On holidays, Port staff will be available through emergency contact information provided to the Contractor.

## **D. Contractor Certifications and Minimum Qualifications**

To be considered to provide Port Security Operations Center Staffing and Security Patrol Services, contractors must meet the following minimum qualifications to be deemed responsive to this RFP. The Port, at its sole discretion, will review each submission to ensure the Contractor meets or exceeds the minimum qualifications and will only forward submissions for qualified Contractors to the evaluation committee for review. It is the Contractor's sole responsibility to include sufficient information in its proposal to clearly demonstrate it meets or exceeds the minimum qualifications.

1. The Contractor must have a California State Private Patrol Operator License Certificate issued by the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services.
2. Contractor shall have at least three (3) consecutive years of verifiable experience within the last five (5) years providing the following services:

### PSOC Staffing:

- a. Overseeing the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multisite complexes containing public facility and infrastructure.
- b. Other significant verifiable experience in the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multisite complexes containing public facility and infrastructure.

### Patrol Services:

- a. Providing guard services at a U.S. commercial Seaport/marine terminal.
- b. Providing guard services at a hospital or other healthcare facility (1) requiring specialized training and/or certifications of the contractor, the contractor's project manager, guard supervisors, and/or guards, or (2) where the guard services are regulated and audited by a government agency (other than the hospital/healthcare facility if owned/operated by a government agency).
- c. Providing guard services at a facility owned/operated by a federal, state, or local government agency (1) requiring specialized training and/or certifications of the contractor, the contractor's project manager, guard supervisors, and/or guards, or (2) where the guard services are regulated and audited by a different local, state, or federal government agency.

Additionally, the Contractor must be able to provide personnel possessing the following minimum qualifications:

### **Contractor Staffing Minimum Qualifications**

#### **1. PSOC Supervisor.**

- Graduation from an accredited college with an Associate's Degree in computer technology, homeland security, or related field.

- Three years of recent, full-time equivalent work experience involving monitoring a technology-based security system operation, military, police, fire, or intelligence organization, one year of which is in a supervisory capacity.
  - The required experience must be in a leadership role, overseeing the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multisite complexes containing public facility and infrastructure.
  - The job tasks in that experience shall have included working in a multifunctional center that monitored other systems in addition to security such as fire, maintenance, Supervisory Control and Data Acquisition ("SCADA"), environmental, traffic management systems, or industrial processes.
- Additional and verified relevant experience may be substituted for education requirement.

## **2. PSOC Operator.**

- Graduation from an accredited college with an Associate's Degree in computer technology, homeland security, or related field.
- One year of recent, full-time equivalent work experience involving monitoring a technology-based security system operation, military, police, fire, or intelligence organization.
- The required experience must be in the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multi-site complexes containing public facility and infrastructure.
  - The job tasks in that experience shall have included working in a multifunctional center that monitored other systems in addition to security such as fire, maintenance, Supervisory Control and Data Acquisition (SCADA), environmental, traffic management systems, or industrial processes.
- Additional and verified relevant experience may be substituted for education requirement.

**General PSOC Staff Qualifications.** In addition, all staff must possess the following qualifications:

- All PSOC Operators and Supervisors must obtain and maintain a valid Transportation Worker Identification Credential (TWIC) prior to commencement of the services agreement with the Port of Oakland for this scope of services. All costs associated with obtaining the credential shall be the responsibility of the successful, selected Contractor. Information about the TWIC care can be found at: <https://www.tsa.gov/for-industry/twic>
- Prior to contract commencement, all assigned PSOC Staff (Supervisor, Operators, and Guards) must have completed U.S. Coast Guard approved training for "Personnel with Security Duties" in accordance with the Maritime Transportation Security Act (MTSA) and 33 CFR 105.210, and provide documentation of training completion.
- Strong computer skills and the ability to learn new programs and software.
- Ability to collect data, review and create detailed reports.
- Excellent teamwork, interpersonal skills in both routine and emergency situations.
- Ability to observe, read, and assess the significance of system alarms and data, quickly and accurately make logical and rational decisions with limited supervision.
- Ability to follow response procedures accurately and calmly and work effectively with a broad range of people/situations.
- Excellent ability to multi-task and communicate clearly.
- Ability to work under stress of a major incident.
- Speak, read, write, and comprehend instructions in English.
- Willing to sign a non-disclosure agreement based on access to certain Port Sensitive Security Information (SSI).

- Members may be assigned driving responsibilities and must possess and maintain a valid, State of California driver's license for the duration of the driving assignment. Upon execution of an agreement, the Contractor shall provide to the Port a copy of the completed DMV check on each guard, upon request by the Port.

### **3. Security Patrol Officers/Guards.**

- Shall be verified by the Contractor that all its employees have the right to work in the United States in compliance with the Immigration Reform and Control Act of 1996. Upon execution of an agreement, the Port reserves the right to inspect employment eligibility verification forms (Form I-9 OMB No. 1115-0236, or any revised version).
- All members assigned to work under this agreement must hold current "Guard Cards" issued by the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services to fulfill the Scope of Services, including coverage during lunch/breaks, vacation, sick leave, or other leaves as they may occur.
- Members may be assigned driving responsibilities and must possess and maintain a valid, State of California driver's license for the duration of the driving assignment. Upon execution of an agreement, the Contractor shall provide to the Port a copy of the completed DMV check on each guard, upon request by the Port.
- Must be ambulatory and able to walk and stand without assistance for periods of time, and maintain the ability to conduct patrols on foot as may be needed in certain areas of the Seaport or during certain operations.
- All assigned members must obtain and maintain a valid Transportation Worker Identification Credential (TWIC) prior to commencement of the services agreement with the Port of Oakland for this scope of services. All costs associated with obtaining the TWIC shall be the responsibility of the successful, selected Contractor. Information about the TWIC can be found at: <https://www.tsa.gov/for-industry/twic>
- Prior to contract commencement, all assigned patrol officers must have completed U.S. Coast Guard approved training for "Personnel with Security Duties" in accordance with the Maritime Transportation Security Act (MTSA) and 33 CFR 105.210 and provide documentation of training completion.
- Willing to sign a non-disclosure agreement based on access to certain Port Sensitive Security Information (SSI).
- Guards must be able to speak, read, write, and comprehend instructions in English.
- Guards must be able to work while exposed to outdoor elements, including but not limited to wind and rain. Must be able to walk and stand for portions of assigned shift as required by certain duties, as well as bend for various inspections.
- The Contractor is responsible for the professional and courteous control, conduct, demeanor, and appearance of its guards, agents and employees.
- The Contractor and/or its employees or family members shall not engage in the sale of any products or services, or the solicitation of sale, on any of the Port's property.

The Contractor should also refer to the Services Agreement (**Attachment 11**) to this RFP.

### **E. Other Requirements:**

- Upon execution of an agreement, the successful Contractor will provide a list of the names and duty hours of each employee assigned to the Port. Contractor shall provide subsequent updates to this to this list as employees and/or employee duty hour changes, as approved, on a weekly basis.
- Upon execution of an agreement, the Contractor shall perform background checks of at least three (3) years of verifiable background on all guard candidates and certify that all candidates have successfully passed a criminal background check prior to working on Port property.

- Guard personnel shall be recruited, selected, and assigned to ensure dependable, efficient, courteous and pro-active service to the Port.
- Assigned PSOC Staff shall be dressed in a professional uniform, subject to approval by the Port, but typically, pants shall be black, blue, khaki, tan, brown and/or green in color. Shirts and jackets shall conform to American National Standards Institute (ANSI) standards. Guard uniforms shall be visible for traffic safety operations. All uniforms shall be approved by the Port and obtained from a vendor selected by Operator and approved by the Port prior to the Commencement Date. Operator shall also provide Operator Personnel with rain gear, boots, flashlights, and safety equipment required by all federal and State of California standards. Operator shall ensure each Operator Personnel only uses such approved uniforms.
- The Contractor shall ensure that guards receive on-going training in public relations, guard patrol procedures, safety, and other related operations such as traffic enforcement. Please refer to Exhibit E and F of the Security Patrol Services Agreement (**Attachment 11**) for training requirements.
- All staff selections are subject to approval by the PFSO. If through documented unsatisfactory performance or loss of confidence in the ability to satisfactorily perform assigned duties, the Contractor must remove any staff upon the Port's request.

#### **F. Projected Timeline and Length of Contract**

The selected Contractor will provide experienced PSOC Operators, PSOC Supervisor, and Security Guards described within this request for proposal (RFP) for an initial term of two-years (2). At its sole discretion, the Port may extend the contract for 2 additional two-year terms (total of six years).

### **III. Port Policy and Other Requirements**

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

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

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

- Non-Discrimination policy which all Suppliers (Contractors) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals
- Preference points are awarded to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Contractors) must be either certified by the proposal due date or may apply online at: <http://srd.portoakland.com/>. The application and any supporting documentation must be submitted to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date. To apply, please click on the above link and then on the link titled "Register New Company?" and follow the instructions.

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

[http://www.portoakland.com/files/PDF/responsibility/NDSLBP\\_00810.pdf](http://www.portoakland.com/files/PDF/responsibility/NDSLBP_00810.pdf)

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

(Contractors) must still provide proof of adhering to the Port's Non-Discrimination policy by submitting the NDSLBP Program Affidavit.

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

For questions or assistance regarding NDSLBP, contact Mr. Kamal Hubbard, Contract Compliance Officer, (510) 627-1162 at the Port's Social Responsibility Division, or fax requests to (510) 451-1656.

2. Insurance Requirements:

All Contractors 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. Contractors 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, Contractor acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of sensitive information subject to Port of Oakland regulation. The selected Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information. Furthermore, Contractor shall ensure each of its employees performing services under the Agreement execute a Nondisclosure Agreement in a form of which is acceptable to and provided by the Port, as further described in the Agreement (Attachment 11).

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, 2022, is at least \$16.14 with credit given to the employer for the provision to covered employees of health benefits, and \$18.53 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 Contractor 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 Mr. Kamal Hubbard, Contract Compliance Officer, (510) 627-1162 at the Port's Social Responsibility Division.

Contractor 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 Services Agreement:  
Submission of a proposal will confirm that the Contractor fully understands and agrees with the provisions of the Port's Services Agreement (**Attachment 11**), including any other Port policies and requirements as set forth therein, 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 Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.
  
6. California Labor Code Section 2810 (Requirements for contracts for Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Services.):  
Contractor must demonstrate cost including compensation for select services (listed above) is sufficient to assure the Port's compliance with California Labor Code Section 2810, which prohibits agencies and companies from entering into services contracts that do not provide for wage and benefits mandated by law, which may include the Living Wage law and minimum wage laws. Therefore, if your cost proposal does not include sufficient funds to provide the legally-required wage and benefits, your proposal will be evaluated negatively. (See **Attachment 12**, which must be completed and submitted with your proposal.)
  
7. Labor Peace Rule for Certain Operational Services:  
Contractor must comply with the Labor Peace Rule for Certain Operational Services (Labor Peace Rule) set forth in Port Ordinance 4587 (**Attachment 13**), as such ordinance may be amended or superseded. The Labor Peace Rule requires, among other things, the successful Contractor to enter into a Labor Peace Agreement within thirty(30) days of a request by any Labor Organization. In summary, a Labor Peace Agreement is a written agreement with a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in Labor Disruptions relating to the services provided to the Port under the agreement for Services. Contractor must review the Labor Peace Rule and complete and submit the Statement of Adherence to Labor Peace Rule (**Attachment 14**) with the proposal.  
  
To ensure the timely execution of all required Labor Peace Agreements, the apparent successful Contractor must obtain and provide to the Port all required Labor Peace Agreement(s) **within twenty-one (21) days of publication of the identity of the apparent Contractor (or of Notice of Intent to Award, if such notice is issued)**, or else the Port may select another Contractor to perform the Services.

#### **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 26 pages and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below.

1. **Company Information and Contractor Certifications and Minimum Qualifications:**  
Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your company. Please make sure that person signs and dates the statement.



Provide information that clearly demonstrates your company meets the Contractor Certifications and Minimum Qualifications listed in the Scope of Services section of this RFP.

If your company is making any exceptions to the Port's Services Agreement (**Attachment 11**) and/or this RFP, they must be clearly set forth in your proposal and noted in this section. Exceptions are discouraged and may result in lower evaluation points during the Port's evaluation of your proposal.

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to that in this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel, including but not limited to the PSOC Supervisor, who will be assigned to do the work under this project and provide their relevant experience.
3. **Client References:** Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
4. **Plan and Approach:** Provide an overview describing the general approach, 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 how you propose those services will be provided to the Port most efficiently and cost-effectively.
5. **Proposed Costs:** Provide your cost for the proposal on the Proposal Worksheet and attach a proposed fee schedule if necessary.
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 Contractor 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 Contractor 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 Contractor 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 Contractor's ability to perform under the contract, if awarded, the Port has the option of requesting from the Contractor any information that the Port deems necessary to determine the Contractor's capabilities. If such information is required, the Contractor will be notified and will be permitted five (5) working days to submit the requested information.

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

**A. Evaluation Weights**

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
	<u>Contractor Certifications and Minimum Qualifications</u> Proposals from companies who have not demonstrate they clearly meet the Contractor Certifications an Minimim Qualifications listed in this RFP, will not be forwarded to the evaluation committee for review. (Item 1 of the Submission Requirement section.)	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Contractor’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.)	15%
2	<u>Knowledge and Experience (including Certifications and Minimum Qualifications)</u> Contractor’s knowledge and experience in providing services as evidenced from your response to Items 1 and 2 of Submission Requirements.	25%
3	<u>Plan and Approach</u> As evidenced from your response to item 4 of the Submission Requirements section.	15%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Worksheet.	30%
5	<u>Non-Discrimination and Small Local Business Utilization Policy (NDSLBP)</u> Does your company meet the Port’s definition of Small Local Business and/or make a commitment to the Port’s values and programs {e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the Local Impact Area (LIA); participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant’s efforts to contribute to the economic development of the LIA}? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port’s NDSLBP program and award points accordingly to qualifying companies.	15%
	Total	100%

**B. Selection Procedure:**

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

discretion of the evaluation committee. If interviews are to take place, the Port will notify the top scoring Contractors. Interview details and scoring requirements will be provided to selected Contractors prior to the interviews.

## **VI. Additional Provisions**

The terms "Company", "Consultant", "Contractor", "Proposer", "Contractor", "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 Contractor makes specific reference to data that is considered proprietary. To the extent that a Contractor does not make specific reference to data that is considered "confidential" and proprietary, submission of an RFP constitutes the Contractor'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 § 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes the identity of the apparent Contractor or issues a Notice of Intent to Award, if such notice is issued.

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

if needed and appropriate, in response to an applicable Public Records Act request. If Contractor does not submit such a separate redacted proposal, Contractor 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 Contractor.

**E. Indemnification**

If Contractor is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Services Agreement. **See Section 17** of the Port's Services Agreement (**Attachment 11**).

**F. Reimbursable Expenses**

All expenses incidental to performing Consultant's Basic Services including, but not limited to, overtime, reproduction of documents and other materials associated with Contractor'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**

Contractors 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 Contractor(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 Contractor 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. Contractor also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Contractor 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. Contractor 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 Contractor and shall not be chargeable to the Port.

**J. Compliance with Law**

The Contractor 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. Contractor's Relationship**

The Contractor's (and Contractor'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 Contractor will be responsible for all Federal, State, and Local taxes.

**O. Grade of Service**

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

**P. The Contractor's Liability**

The Contractor shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Contractor'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 Contractors 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 Contractor 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 Contractor must rely solely on its own independent assessment as the basis for the submission of any offer made.

**U. Award Consideration and Length of Contract**

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

The Port will award a two-year contract (if any) and will have the option to issue 2 two-year extensions not to exceed a total period of 6 years .

**V. Contract Termination**

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

**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 Contractor (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

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



**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol 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**

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**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol 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 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. Contractor agrees to the form of 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. Contractor 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.

Contractor's Name and Title:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Contractor License # (if applicable): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

**A. General Patrol Services (Unarmed Security Guards—2 people 24 hours per day 365 days per year)**

The Port intends to pay the Contractor for all services provided under the agreement based on a single all-inclusive **hourly rate** for unarmed security guard staff that comprises all of the Proposer's labor costs, health benefits, uniforms, equipment, training, administration, management fees, holiday pay, and all other costs relating to the work provided, as specified in this RFP, for all operational days, with the exception of security vehicle costs, which are described further in Section B below. Proposers should carefully consider this as they develop their rates for this Proposal Worksheet. *Proposal Worksheet shall be two (2) people providing security patrol services twenty-four (24) hours per day, seven (7) days per week (Monday – Sunday), including holidays.*

**Table 1. Hourly Rate for Unarmed Security Guards**

<b>Cost Factor – 1 Unarmed Security Guard Hourly</b>	
A. Unarmed Security Guard Rate (hourly rate paid to employee)	
B. <u>Total</u> – All-Inclusive Hourly Rate Billed To Port (Inclusive of benefits, equipment, uniforms, training, administration, management, and holiday pay)	

**Table 2. Total Annual Cost for Unarmed Security Guards**

<b>ANNUAL COSTS</b>	<b>2 UNARMED SECURITY GUARDS</b> (=Total All Inclusive Hourly Rate for Unarmed Security Guard x 8 hours x 3 shifts x 365 days x 2 guards)
<b>YEAR 1</b>	\$
<b>YEAR 2</b>	\$
<b>YEAR 3</b>	\$
<b>YEAR 4</b>	\$
<b>YEAR 5</b>	\$
<b>YEAR 6</b>	\$

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**B. Security Vehicles**

The Port intends to pay the Contractor for all services provided under the agreement based on a single all-inclusive **monthly rate** that comprises all the Proposer’s costs associated with providing two (2) security vehicles for three (3) shifts. The monthly cost shall include the cost of vehicle, fuel, maintenance, and all other costs relating to the security vehicles provided as specified in this RFP.. Proposers should carefully consider this as they develop their rates for this Proposal Worksheet.

**Table 3. Monthly Rate Per Vehicles**

<b>Cost Factor – 2 Security Vehicles YEAR 1</b>	<b>Cost to Port/Month</b>
<b>Total – All-Inclusive Monthly Rate Billed to the Port</b> (Inclusive of vehicle leasing, fuel, maintenance, insurance, and other fees)	

**Table 4. Total Annual Cost for Vehicles**

<b><u>ANNUAL COSTS</u></b>	<b>2 SECURITY VEHICLES</b> (=Total All Inclusive Monthly Rate for 2 Security Vehicles x 12 months)
<b><u>YEAR 1</u></b>	\$
<b><u>YEAR 2</u></b>	\$
<b><u>YEAR 3</u></b>	\$
<b><u>YEAR 4</u></b>	\$
<b><u>YEAR 5</u></b>	\$
<b><u>YEAR 6</u></b>	\$

Are the City of Oakland’s Living Wage rates applicable to the proposed cost?  Yes  No  
 If No, please explain: \_\_\_\_\_

Does your cost proposal include the funds sufficient to pay the Oakland’s minimum wage and other provisions?  Yes  No  
 If No, please explain: \_\_\_\_\_

**Please make sure to detail on Attachment 12, “Information Required to Comply with California Labor Code Section 2810” what is the estimated total wage to be paid to the worker.**

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**C. Port Security Operations Center Staffing**

The Port intends to pay the Contractor for all services provided under the agreement based on a single all-inclusive hourly rate (for operators and Supervisor) that comprises all of the Proposer’s labor costs including all hourly wage costs, health benefits, equipment, training, administration, management fees, and any other factors necessary to perform work specified in this RFP, for all operational days including holidays. In addition, the Operator will be solely responsible for any overtime hourly wage costs incurred above the all-inclusive hourly rate noted above. Proposers should carefully consider this as they develop their rates for this Proposal Worksheet.

**Table 5. PSOC Operator Costs (One person for 24hrs per day 365 days)**

<b>Cost Factor – PSOC Operator</b>	<b>Cost to Port/Hour</b>
A. PSOC Operator Rate (hourly rate paid to Employee)	
B. <u>PSOC Operator Total</u> – All-Inclusive Hourly Rate Billed To Port (Inclusive of benefits, equipment, uniforms, training, administration, management, and holiday pay)	
<b>PSOC Operator Year One Cost</b> (Total All-Inclusive Hourly Rate Billed To Port x 24 hours x 365 days)	

**Table 6. Annual Costs for PSOC Operator**

<b><u>TOTAL ANNUAL COSTS</u></b>	<b>PSOC Operator and Supervisor</b>
<b><u>YEAR 1</u></b>	\$
<b><u>YEAR 2</u></b>	\$
<b><u>YEAR 3</u></b>	\$
<b><u>YEAR 4</u></b>	\$
<b><u>YEAR 5</u></b>	\$
<b><u>YEAR 6</u></b>	\$

**Table 7. PSOC Supervisor Costs (One Person 40 hours per week)**

<b>Cost Factor – PSOC Supervisor</b>	<b>Cost to Port/Hour</b>
A. PSOC Supervisor Rate Paid to Employee	
B. <u>PSOC Supervisor Total</u> – All-Inclusive Hourly Rate Billed to Port (Inclusive of benefits, equipment, training, administration, and related costs)	
<b>PSOC Supervisor Year One Cost</b> (Total Rate All-Inclusive Hourly Rate Billed to Port x 40 hours x 52 weeks)	

Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Table 8. Annual Costs for PSOC Supervisor**

<b><u>TOTAL ANNUAL COSTS</u></b>	<b>PSOC Supervisor</b>
<b><u>YEAR 1</u></b>	\$
<b><u>YEAR 2</u></b>	\$
<b><u>YEAR 3</u></b>	\$
<b><u>YEAR 4</u></b>	\$
<b><u>YEAR 5</u></b>	\$
<b><u>YEAR 6</u></b>	\$

**Table 9. Grand Total--Project Total Cost (Combine Tables 2, 4, 6, and 8)**

<b><u>GRAND TOTAL COSTS</u></b>	<b>(Sum of Tables 2, 4, 6, and 8)</b>
<b><u>YEAR 1</u></b>	\$
<b><u>YEAR 2</u></b>	\$
<b><u>YEAR 3</u></b>	\$
<b><u>YEAR 4</u></b>	\$
<b><u>YEAR 5</u></b>	\$
<b><u>YEAR 6</u></b>	\$

Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_



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

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

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

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

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

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

2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.
3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

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

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

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

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

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





**PORT OF OAKLAND**

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

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

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

Notes:

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



(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? Yes\_\_\_ No\_\_\_

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

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

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

3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes\_\_\_ No\_\_\_  
If so, please give details:



**PORT OF OAKLAND**

**Monthly Utilization of Local and Small Business Enterprises**

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

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

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

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

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

**Distribution:**

**Original – SRD**

**Copy To – Engineering Construction / Resident Engineer**

**Instructions--Monthly Utilization of Local and Small Business Enterprises**

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

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

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

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

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

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

<b>COMMENTS:</b>



**PORT OF OAKLAND**

**Final Utilization of Local and Small Business Enterprises**

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

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

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

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

**Distribution:**

**Original – SRD**

**Copy To – Engineering Construction / Resident Engineer**

**Instructions--Final Utilization of Local and Small Business Enterprises**

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

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

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VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$5,000,000

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

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

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

<b>COMMENTS:</b>



**PORT OF OAKLAND**

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

**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol  
Services**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2022, \$18.53 without health benefits or \$16.14 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 \$2.39 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

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





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

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

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

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

knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.

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

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

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

**Submit Completed Checklist To:**

Kamal Hubbard

**Port of Oakland**

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1162 Fax: (510) 451-1656

Email: [khubbard@portoakland.com](mailto: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](mailto:khubbard@portoakland.com)



**PORT OF OAKLAND**

**Statement of Living Wage Requirements**

---

**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security  
Patrol Services**

I hereby certify that I \_\_\_\_\_ (Legal Name of Contractor/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.: 22-23/18 Port Security Operations Center Staffing and Security  
Patrol Services**

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



**PORT OF OAKLAND**

**Insurance Acknowledgement Statement**

---

**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

I hereby certify that \_\_\_\_\_ (Legal Name of Contractor) agrees to meet all of the Port's Insurance requirements included in this Request for Proposal or included in the Services Agreement attached to this Request for Proposal and Contractor 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**

**PORT SECURITY OPERATIONS CENTER  
STAFFING AND SECURITY PATROL SERVICES AGREEMENT  
(MARITIME)  
(“Agreement”)**

**Between**

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

**And**

---

**(“Operator”)**

**Dated July 1, 2023**

**(CONTRACT NO. \_\_\_\_\_)**

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<b>A</b>	<b>SCOPE OF SERVICES AND REQUIREMENTS</b>
<b>B-1</b>	<b>PSOC STAFFING SERVICES COMPENSATION</b>
<b>B-2</b>	<b>SECURITY PATROL SERVICES COMPENSATION</b>
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<b>J</b>	<b>INFORMATION REQUIRED TO COMPLY WITH CALIFORNIA LABOR CODE SECTION 2810</b>
<b>K</b>	<b>NON-DISCRIMINATION PLAN FOR EMPLOYMENT</b>
<b>L</b>	<b>GUARANTEE</b>

**THIS PORT SECURITY OPERATIONS CENTER STAFFING AND SECURITY PATROL SERVICES AGREEMENT**, dated July 1, 2023 (“**Agreement**”), is entered into by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners (“**Port**”), and \_\_\_\_\_ as the Operator (“**Operator**”) (Port and Operator each referred to individually as a “**Party**,” and collectively as the “**Parties**”).

**WITNESSETH**

**WHEREAS**, the Port desires to obtain professional management and operation of the Port’s Security Operations Center (“**PSOC**”) and providing related unarmed security and patrol services in the area under the jurisdiction of the Port, commonly referred to as the Maritime Area or the Seaport (“**Seaport**,” as further described in Exhibit A), and has solicited proposals from qualified firms with experience and expertise in the management and operation of similar contract security services; and

**WHEREAS**, in response to such solicitation by the Port through the Port’s Request for Proposals for Port Security Operations Center Staffing and Security Patrol Services (the “**RFP**”), Operator submitted a proposal (the “**Proposal**”); and

**WHEREAS**, Operator has the requisite experience and expertise to provide the Services; and

**WHEREAS**, the Port desires to accept the Proposal in order to retain Operator as an independent contractor to manage and operate the Services in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions contained herein to be kept and performed by the respective parties hereto,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. RETENTION OF OPERATOR.**

The Port hereby retains Operator, and Operator agrees with the Port, to manage, operate, and provide, as an independent contractor, the PSOC staffing and contract security services described in this Agreement (collectively, “**Security Services**” or “**Services**”). Operator agrees to provide the Services at locations throughout the Seaport as directed from time to time by the Port Facilities Security Officer (the “**PFSO**”) or any individual authorized in writing as a designee by the PFSO (“**Designee**”). Operator shall be responsible for all functions related to staffing, supervision, and overall professional management of the Services hereunder.

**2. TERM OF AGREEMENT.**

This Agreement shall have an initial term of two (2) years commencing July 1, 2023 (“**Commencement Date**”), and terminating on June 30, 2025; provided, however, that this Agreement may be renewed for up to two (2) extension periods of two (2) years each (each an “**Extension Term**”), subject to mutual agreement by the Port and Operator. Each Extension Term shall be deemed to be mutually agreed upon by the Port and Operator and the Operating Term shall automatically extend and continue for the Extended Term, unless, either Party provides written notice to the other Party not less than sixty (60) days before the last day of the Initial Term or applicable Extension Term that the respective party does not agree to the Extension Term. The term “**Operating Term**” shall mean the initial term of this Agreement and any Extension Term resulting from the automatic extension of this Agreement under this Section 2. Notwithstanding any provision of this Agreement to the contrary, the Port’s Executive Director may terminate this Agreement with or without cause at any time as provided in this Agreement. If this Agreement has been extended for two (2) Extension Terms, then upon expiration of the second Extension Term, unless this Agreement is otherwise terminated, this Agreement shall continue on a month-to-month basis, subject to termination by either party on thirty

(30) days' prior written notice. Notwithstanding the foregoing, in no event shall this Agreement remain in effect any later than twelve (12) months beyond the expiration of the second Extension Term.

### **3. SCOPE OF SERVICES; WORKFORCE REQUIREMENTS**

#### **3.1 Scope of Services.**

Exhibit A (SCOPE OF SERVICES AND REQUIREMENTS), is attached to and made a part of the Agreement and incorporated herein by reference. Operator agrees to provide all Services outlined in this Agreement, including both the PSOC Staffing Services and the Security Patrol Services, as directed from time to time by the PFSO or the Designee, and as further described and set forth in Exhibit A, attached hereto.

#### **3.2 Workforce Requirements.**

Operator shall ensure all Operator Personnel ( "Operator Personnel" refers to employees and or agents of Operator performing Services under this Agreement, as further described in this Agreement) meet the workforce requirements outlined in this Agreement, including as specifically set forth in Exhibit A, attached hereto ("Workforce Requirements"). Failure to comply with the Workforce Requirements shall constitute a breach of the Agreement.

#### **3.3 Resources.**

Operator shall dedicate sufficient staff, equipment and other resources exclusively to implement the Services as specified in this Agreement and shall not divert such dedicated staff, equipment, or resources to any other security service or to any other business.

### **4. COMPENSATION.**

#### **4.1 Total Compensation.**

Exhibit B-1 (PSOC STAFFING SERVICES COMPENSATION) and Exhibit B-2 (SECURITY PATROL SERVICES COMPENSATION), are attached to and made a part of the Agreement and incorporated herein by reference.

The Port shall pay Operator for satisfactorily completed Services at the compensation set forth in Exhibit B-1 (PSOC Staffing Services Compensation) and Exhibit B-2 (Security Patrol Services Compensation), attached hereto (collectively, the "Total Compensation"). Operator shall include the Contract Number provided by the Port on all requests for payments and shall submit invoices no more frequently than monthly via email to: Port of Oakland, Port Facilities Security Officer (Troy Hosmer, [thosmer@portoakland.com](mailto:thosmer@portoakland.com), or such other person as may be designated in writing by the Port). The Port will pay for all completed Services within thirty (30) calendar days after the Port's receipt of a properly completed invoice covering those Services, subject to the Port's set-off rights provided for in this Agreement. Invoices shall detail the number of hours worked in increments of fifteen (15) minutes and shall reflect the agreed hourly rates for Operator Personnel regardless of the time of day, day of week, or holiday. Until the Port has been provided with invoices that have been properly completed and submitted in accordance with the requirements of this Section 4, and with providing such supporting documentation as the PFSO or the Designee shall reasonably request, which may include, without limitation, employee time sheets, time cards and payroll receipts, Port shall have no obligation to pay Operator any of the invoiced amounts.

In no event shall the Port be obligated to pay Operator for any Services under this Agreement if the total amount the Port has paid to Operator under this Agreement exceeds the maximum compensation approved by the Board of Port Commissioners.

#### **4.2 Hourly Work.**

All Services shall be invoiced on an hourly basis and each of Operator's invoices shall include, at a minimum, the name, title, rate of hourly pay, number of hours, and total charge for each individual being charged for as having performed Services under this Agreement for the particular period of time the Reimbursable Expenses.

#### **4.3 No Reimbursable Expenses.**

There are no reimbursable expenses under this Agreement.

### **5. BILLING**

If in any given month, Operator submits a report, invoice or bill which charges the Port for more than what should properly be charged to the Port pursuant to Section 4 of this Agreement and the Port makes such payments to Operator in reliance on such report, invoice or bill, Operator shall immediately:

a) Repay the Port for any such amount of overpayment together with interest equal to five hundredths of one percent (.05%) of such amount for each day from the day the Port made its payment to Operator until the day the overpayment is refunded to the Port, but not to exceed the maximum rate of interest permitted by law.

b) If the amount of the overpayment is more than two percent (2%) of the sum which should properly have been paid to Operator, Operator shall, in addition to Section 5 (a) above, pay an Administrative Fee as set forth in Section 6 (Financial) of Exhibit C.

c) If the amount of the overpayment is more than five percent (5%) of the sum which should properly have been paid to Operator, the Port shall, in addition to remedies provided for in Sections 5.1(a) and 5.1(b) above, have the right to terminate this Agreement for cause.

In addition to remedies provided for in Sections 5(a) through 5(c) above, if, as a result of the audit performed under this Agreement, it is established that amounts are due from the Operator to the Port for overpayment, the Operator shall forthwith, upon written demand from the Port, pay to the Port such amounts. Further, if such audit establishes that Operator has overcharged the Port and the Port has overpaid Operator any such amounts by 3% or more, then the entire expense of such audit (including without limitation the prorated salary of the Port's auditors, fringes and overhead allocation) shall be paid by the Operator, less a credit for any Administrative Fee charged pursuant to Section 5(b) above.

As an example, but without limitation, submitting a duplicate bill, invoice or report resulting in a duplicate payment to Operator by Port shall be considered an overpayment by the Port for purposes of this Section 5.

The Port's payment of any amount pursuant to Section 4 above or its approval or payment of any expenditure pursuant to Section 4 shall not waive any of the Port's rights under this Section 5 unless the amount of the overstatement or the amount of the excess charge was described as such in a written disclosure to the PFSO or the Designee and was approved in writing by the PFSO or the Designee after such written disclosure.

Any amount owed by Operator to Port pursuant to this Section 5 or any other provision of this Agreement may be set-off by Port against any amount otherwise payable by Port to Operator pursuant to this Agreement, including, without limitation, payments under Section 4.

## **6. ADMINISTRATIVE FEES.**

### **6.1 Reasonable Estimate of Port Expenses.**

The Parties agree that certain aspects of Operator's performance are extremely important to the Port and that Operator's failure to perform these activities will result in administrative and monitoring expenses and burdens on the Port and its staff. Therefore, the parties agree that the Administrative Fees described in attached Exhibit C are reasonable estimates of such expenses and may be imposed on Operator at the sole discretion of the Director or the Designee. Exhibit C (ADMINISTRATIVE FEES), is attached to and made a part of the Agreement and incorporated herein by reference ("Administrative Fees").

### **6.2 Assessment.**

Any Administrative Fees shall be assessed and imposed upon Operator by the Director by written notice to Operator, identifying the performance failure that resulted in the assessment of such Administrative Fees ("Administrative Fee Assessment Notice"). No Administrative Fees will be assessed if the performance failure is due to any event of Force Majeure, as defined in Section 33.10 below. Administrative fees will only be assessed after 10 days written notice to Operator and, if applicable, following Operator's reasonable opportunity to cure.

### **6.3 Waivers.**

The Director or the Designee may elect to waive an assessment of Administrative Fees for a particular violation; however, that waiver shall not apply to prior or subsequent violations and shall not be deemed to set a precedent for further waivers.

## **7. BOOKS AND RECORDS; ACTIVITY REPORTS.**

### **7.1 Maintenance and Production of Books and Records.**

Operator shall maintain complete and accurate books of account and supporting documentation (collectively "books and records") in a form consistent with generally accepted accounting principles, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of amounts billed by Operator pursuant to Sections 4 or 5 of this Agreement, including employee timesheets, timecards, payroll receipts, and all records required to be kept pursuant to this Agreement.

### **7.2 Inspection of Books and Records.**

All such books and records shall, upon fifteen (15) calendar days' written notice from Port, be made available either at the offices of the Port or at the offices of Operator, for inspection and copying by the Port through its duly authorized representative. If the audit is performed at a location outside the limits of the City of Oakland or the limits of Alameda County, Operator shall pay the Port for travel expenses incurred in connection with such audit, in accordance with the Port's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit fieldwork is complete, the Port shall bill Operator for such travel expenses and Operator shall promptly pay such bill. Operator shall provide such assistance as may be reasonably requested by the Port in the course of such inspection. The Port

further reserves the right to examine and reexamine and copy said books, records and data during the four (4) year period following the expiration or earlier termination of this Agreement, as evidenced in writing by the Port. Operator shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for four (4) years after the Port makes the final or last payment under this Agreement; provided, however, that if prior to the expiration of such four (4) year period, any audit, review or investigation is commenced by the Port, or any claim is made or litigation is commenced relating to this Agreement by the Port or Operator, such books and records shall continue to be maintained by Operator, and Port shall continue to have the right to inspect and copy such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for such appeal).

### **7.3 Audit of Records.**

During the Operating Term of this Agreement, in addition to its rights under Section 7.2 above, the Port, using its own employees or by contracting with a third party, may audit any or all payments made by the Port to Operator. In case of such audit, Operator shall make available to the Port any and all ledgers, books of accounts, canceled checks, and other records or documents evidencing or relating to payroll records, personnel files and staffing schedules of personnel assigned to the Services and such other evidence or information as the Port may require with regard to any payroll or other expenditure charged by Operator. Such audit may also include a review of general, input, processing and output controls of information systems used to record financial transactions and other statistical reports. The Port shall notify Operator of such audit and Operator shall provide such records in the manner, time and place as provided for in this Agreement. Operator's failure to comply shall be subject to Administrative Fees as specified in this Agreement and shall also constitute a breach of Operator's obligations under this Agreement.

### **7.4 Deductions from Payments to Operator.**

The Port shall have the right to deduct from any amounts payable to Operator, upon written notice, any unauthorized or disputed payments made by Port to Operator, any Administrative Fees imposed, overpayments by the Port and any other amounts owed by Operator 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 Operator to perform or fulfill any of its obligations under this Agreement, then the Port shall have the right to deduct these sum(s) from any amounts payable to Operator.

### **7.5 Operations Reports.**

Operator shall submit to the PFSO or its Designee operations reports, as specified more particularly in Section F (OPERATIONS REPORTS AND OTHER REPORTING) of Exhibit A attached hereto.

## **8. OPERATIONS.**

### **8.1 Operations and Procedures Manual.**

Operator shall conduct its operations to perform the Services in accordance with the provisions set forth in this Agreement, including this Section 8.1 and Exhibit D (OPERATIONS AND PROCEDURES MANUAL INFORMATION), attached hereto and made a part of this Agreement.

Operator shall provide their company's Operations and Procedures Manual ("Operations Manual"), and shall provide a copy to the PFSO, within thirty (30) days from the Commencement Date, for review and approval by the PFSO or the Designee. Operator will confer with the PFSO or the



Designee in its preparation of the Operations Manual and shall revise the Operations Manual from time to time as required by the PFSO or the Designee. Operator may, at its sole discretion, elect to prepare and provide the Port with separate manuals for the two categories of Services provided under this Agreement (PSOC Staffing Services and the Security Patrol Services), so long as each Operations Manual provides the required components as set forth herein.

The Operations Manual shall provide basic guidance on policies, practices, and procedures covering all aspects of the Services, including but not limited to standards of performance. Operator shall keep the Operations Manual current and shall comply with its provisions throughout the Operating Term. Any revision shall be subject to the written approval of the PFSO or the Designee. Each revision to the Operations Manual shall have a revision number and date. The Operations Manual shall become an integral part of the Agreement, but in the event of any conflict between the Operations Manual and this Agreement, the terms of this Agreement shall prevail. The Operations Manual, including all revisions as approved by the PFSO, is herein incorporated into and made a part of this Agreement. The failure of Operator to comply with or satisfy the requirements as spelled out in the Operations Manual shall be an Event of Default hereunder, entitling the Port to all of the remedies set forth herein.

## **8.2 Report of Injuries or Loss.**

Operator shall immediately report any personal injuries, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public in accordance with the provisions set forth in Section F (Operator Reports and Other Reporting) of Exhibit A.

## **9. PERSONNEL.**

Operator shall provide qualified Operator Personnel to perform the Services under this Agreement, as further set forth in this Agreement, including Exhibit E (PERSONNEL), attached hereto and incorporated herein by reference. .

### **9.1 Training Requirements and Certificates.**

Operator shall ensure all Operator Personnel meet the training requirements as set forth in this Agreement, including Exhibit F ([TRAINING REQUIREMENTS AND TRAINING PROGRAM MANUAL INFORMATION]), attached hereto and incorporated herein by reference. Unless otherwise specified in this Agreement, Operator shall provide proof of guard and other appropriate training provided to Operator Personnel within 30 days of the Commencement Date and on January 1 and July 1 (semi-annually) of each year thereafter to the PFSO, for review and approval by the PFSO. Operator shall also provide the Port with a training program manual, which shall detail Operator's formal employee-training program, including initial qualification and Maritime orientation training, and scheduled ongoing training, as set forth in more detail in Exhibit F ("Training Program Manual"). Operator shall comply with and maintain training of Operator Personnel in accordance with the provisions set forth in Exhibit F. Exhibit F attached to this Agreement provides information to assist in structuring the Training Program Manual. The Training Program Manual shall initially be provided to the PFSO for review and approval and subsequent revisions be made in accordance with the same terms and conditions as those set forth in Section 8.1 regarding the Operations Manual.

### **9.2 Removal of Personnel.**

The PFSO or the Designee, at its sole discretion, reserves the right to require Operator to remove, and to keep removed, from the Services and the Premises any Operator Personnel, including without limitation the Supervisors, if said personnel member has failed to perform in accordance with

any of the terms or conditions of the Agreement, or if said personnel member is alleged to have been involved in wrongdoing, while those allegations are under investigation. Operator shall remove from the Services and the Premises any Operator Personnel who operates a vehicle recklessly or in a manner that endangers the safety of Seaport patrons, under the influence of alcohol or other prohibited substances or who no longer satisfies the requirements set forth in this Agreement. Operator will comply with any request to remove any such personnel member as soon as written notice is received from the PFSO or the Designee. Operator's failure to comply within twenty-four (24) hours of receipt of such notice shall be considered an Event of Default hereunder, entitling the Port to all of the remedies contained in this Agreement. Operator shall remove any Operator Personnel on the spot from the Services and the Premises, if Operator is advised that the PFSO or the Designee has determined in his or her sole discretion that the seriousness of the incident justifies such immediate removal.

### **9.3 Uniforms.**

Operator shall, at its sole expense, furnish all Operator Personnel with uniforms of the type and in sufficient quantity to assure an official appearance for all such personnel. Operator at its sole expense, shall also maintain all such uniforms in good condition. Specifically, PSOC Staff's (as defined in Appendix A) uniforms shall include the following, all as approved by the Port: pants (typically black, blue, khaki, tan, brown and/or green in color); and shirts and jackets which conform to American National Standards Institute (ANSI) standards. Guard uniforms shall follow similar criteria as PSOC Staff uniforms plus be visible for traffic safety operations. All uniforms shall be approved by the Port and obtained from a vendor selected by Operator and approved by the Port prior to the Commencement Date. Operator shall also provide Operator Personnel with rain gear, boots, flashlights, and safety equipment required by all federal and State of California standards. Operator shall ensure each Operator Personnel only uses such approved uniforms.

### **9.4 Public Relations.**

Operator shall perform the Services in compliance with the highest degree of industry operating standards. Operator shall ensure Operator's basic guidance on policies, practices, and procedures relating to public relations are included in the Operations Manual as further described in Section 8.1.

### **9.5 Labor Peace.**

a) Operator recognizes and agrees that: (i) the Services must be performed efficiently and without interruption, and directly contribute to the Port's ability to monitor activity within the Seaport, manage safe and efficient vehicular traffic flow, observe, report, and investigate suspicious or criminal activity, and ensure compliance with certain 33 CFR requirements as it relates to maritime facilities; (ii) the Port has a strong propriety interest in preventing labor disruptions to the Services to ensure the smooth and effective provision of such services to the Port, the Port's tenants and customers, and the public; (iii) the Port can best protect its proprietary interest in preventing undue interruption of Security Services that contribute directly to the Port's financial interests and market competitiveness by requiring its operators of Security Services to comply with the terms of the Port's "Labor Peace Rule for Certain Operational Services," adopted pursuant to Port Ordinance No. 4587 ("Labor Peace Rule"); and, (iv) Operator has had an opportunity to review, ask clarifying questions regarding, and to understand the Labor Peace Rule.

b) As a material term, covenant and condition of this Agreement, Operator, on behalf of itself and on behalf of its successors, and assigns, agrees to comply with the Labor Peace Rule.

c) Within the meanings and definitions set forth in the Labor Peace Rule, Operator entered into one or more “Labor Peace Agreements” with all “Labor Organizations” which had requested a Labor Peace Agreement with Operator. Operator has provided the Port with a copy of such Labor Peace Agreement(s) which is incorporated herein.

d) Operator understands and agrees that it shall expressly require its successors and assigns to comply with the Labor Peace Rule and shall include language expressly requiring such compliance in any and all agreements with successors and assigns.

#### **9.6 Industry Operating Standards.**

Operator shall operate the Services in compliance with the highest industry operating standards.

### **10. PREMISES**

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 an office designated within the Harbor Facilities Complex located at 651 Maritime Street, Oakland, California (“Harbor Facilities Complex”). The Port reserves the right to require Operator execute a separate license agreement or short-term space assignment, in a form acceptable to the Port, that governs Operator’s use of the Premises. The Port reserves the right to terminate the license at any time and to relocate, from time to time and at the Port’s expense, Operator to such other space or location in the Seaport as determined by the PFSO. The license to use the Premises provided herein shall cease automatically and without notice, upon the expiration or earlier termination of this Agreement.

#### **10.1 Maintenance.**

Operator shall keep the Premises clean, attractive and in good repair and safe condition. The Port shall provide at its own expense all maintenance, repairs and replacement of the structural portion of the Premises, except with respect to damage resulting from negligence or willful misconduct of Operator, its officers, agents, employees, or contractors, in which case the cost of repair shall be borne by Operator. Operator shall have no other maintenance obligations under this Agreement.

#### **10.2 Safe and Sanitary Working Conditions.**

Operator shall not permit any part of the Services to be performed under hazardous or dangerous conditions to its employees or the general public. Operator shall comply with all Laws applicable to the Premises and all other locations from which any of the Services are performed. Operator shall, at least once each day, inspect both (1) all locations at which the Services are being provided and (2) the Premises, to determine whether any hazardous or dangerous conditions exist or if any such location is in need of maintenance or repair. Operator shall immediately provide Port with telephonic notice, which shall later be confirmed by written notice, of any and all hazardous or dangerous conditions or any need for maintenance or repair at any location where the Services are being provided or at the Premises and of any injuries or damages resulting directly or indirectly there from, together with whatever information Operator has about the party responsible for creating any such condition. The Port shall have responsibility for correcting any hazardous or dangerous condition existing at any location where the Services are being provided or, the Premises, following notice to Port by Operator of the existence of such hazardous or dangerous condition. Operator shall reimburse the Port promptly after its written demand for (a) any liability incurred by the Port (i) which arose out of any hazardous or dangerous conditions, and any injuries or damages resulting directly or indirectly there from, caused by Operator, its officers, agents, employees, contractors or invitees, or (ii) which

arose after Operator should have reported such conditions to Port pursuant to the provisions of this subsection, and (b) the costs incurred by the Port to correct any such hazardous or dangerous condition to the extent caused by Operator, its officers, agents, employees, contractors or invitees.

### **10.3 Utilities.**

The Port shall pay the cost of all water, electric utility, internet and landline telephone services to the Premises. The Port will install and pay for all landline telephone equipment on the Premises. The Port shall determine the number of lines and phones to be provided to the Premises. Subject to the limitations as set forth in this Agreement, the Port shall provide maintenance and repairs of such telephone equipment to keep such equipment in good working condition, except for damage resulting from the negligence or willful misconduct of Operator, its officers, agents, employees, or contractors, in which case the cost of repair shall be borne by Operator. Operator shall comply and shall cause all of its employees providing any of the Services to comply with the Port's policies and procedures for the use of telephones and on electronic communications, as provided by the Port, in addition to any such procedures set forth in the Operations and Procedures Manual further described in Exhibit D. The Port shall not be responsible to establish or pay for additional telephone service that may be desired by Operator. Additionally, the Port shall not be responsible for providing any cell phone services or related equipment under this Agreement.

### **10.4 Area Access.**

Solely for the purpose of performing the Services, the Port grants Operator, without charge therefore, the right of ingress to and egress from the Premises and all other Seaport locations from which any of the Services are to be performed by Operator, its officers, agents, employees, or contractors; provided that such right of ingress and egress shall at all times be exercised in compliance with all applicable Laws and regulations promulgated by lawful authority for the care, operation, maintenance, and security of the Seaport.

### **10.5 Improvements.**

Operator shall make no alterations or improvements, and shall post no signs, on the Premises or elsewhere at the Seaport, except with the prior written approval of the PFSO or the Designee, which approval may be denied or conditioned as the Port may determine in its sole discretion. Operator may, at no cost to the Port, and subject to subsequent prompt removal, at Operator's expense, at the request of the Port at any time, provide such movable furniture and other trade fixtures, as Operator deems appropriate. Operator agrees that it will not depreciate for tax purposes any alterations or improvements made by it at the Seaport.

### **10.6 Surrender of the Premises.**

Upon expiration or earlier termination of this Agreement, Operator shall vacate the Premises. Operator shall thereupon deliver to the Port the Premises, all office equipment, and all other office facilities and equipment belonging to Port, and, to the extent of Operator's obligations, assure that they are in good working condition in all respects, reasonable wear and tear excepted, or Operator shall pay to the Port such sums as necessary for the repair of the Office Equipment and any such office facilities and equipment, and to restore the Premises to its original condition, normal wear and tear excepted. If, at the expiration or earlier termination of the Agreement, Operator retains ownership of any operating equipment, movable furniture and other trade fixtures used at the Premises and provided at Operator's expense (and not reimbursed by Port), Operator shall remove any such property, subject to any valid lien which the Port may have thereon; provided that, upon removal of any such operating equipment, movable furniture and other trade fixtures, Operator shall restore the Premises to the original condition, normal wear and tear excepted. Operator shall be deemed to have

abandoned to the Port any operating equipment, furniture and other trade fixtures which it has failed to remove within fifteen (15) calendar days after the expiration or earlier termination of this Agreement, unless the Executive Director or the Designee shall grant additional time for this purpose in writing; provided, however, the Port, at its sole option, shall have the right to remove and store same after it is deemed abandoned and restore the area to satisfactory condition and hold Operator liable for all costs incident to such removal, storage and restoration. In the event the Port removes such operating equipment, furniture and other trade fixture, the Port shall not sustain, be charged with, or incur any liability by reason of any damage to same or for such removal or custodial care.

#### **10.7 Inspection.**

The Port and staff, including but not limited to administrative staff, facilities staff, custodial staff, authorized persons, and the Port's agents, retain the right at the Port's sole discretion to enter the Premises for the examination and inspection of the area from time to time with reference to any emergency, or to the general maintenance of said area, or for the purposes of surveying or viewing the area for anticipated alterations or improvements, or any other purpose deemed necessary by the Port.

### **11. EQUIPMENT.**

#### **11.1 Operator-Provided Equipment.**

Unless as expressly stated otherwise, Operator shall provide, at its own expense, all equipment, supplies and motor vehicles required for Operator to perform its duties and obligations under the Agreement, including equipment and supplies set forth in Section 9.3 (Uniforms) (collectively, "Operator-Provided Equipment"), including the following:

a) Vehicles. Operator must provide, fuel, and maintain, at Operator's expense in good working condition, two or more service vehicles with the following specific characteristics, as approved by the Port: highly visible; suitable for an industrial area; regular- size SUVs or pick-up trucks; , and equipped with a roof-mount light bar. Said vehicles shall be, and at all times remain, the property of Operator and shall be used solely for the Services. Additionally, said vehicles shall display Operator's company name in a minimum 4" type style and size, shall have Operator's identification number, so as to be readily identifiable as belonging to Operator. Each vehicle shall have no visible body damage at any time.

#### **11.2 Port-Provided Equipment.**

The Port, at its sole discretion, may provide the following equipment for Operator's use in the performance of Services throughout the term of this Agreement: office equipment, including computer workstation(s); supplies; furniture (desks/chairs); other equipment as specifically set forth in this Agreement. The Port shall also provide Operator with access to security systems and surveillance equipment required for the Services, as further described in this Agreement.

#### **11.3 Operating and Maintenance of Equipment.**

Unless as expressly stated otherwise, Operator shall maintain, at its own expense, all Operator-Provided Equipment and all Port-owned or otherwise provided equipment (collectively, the "Equipment"), with the exception of Port radios, security systems and surveillance equipment, except as specifically provided for in this Agreement . Upon the expiration or earlier termination of this Agreement, Operator shall return all Port provided Equipment to the Port, with any repairs that Operator is required to make completed in a manner that is acceptable to Port.

a) Operator's Reporting Obligations. Operator shall immediately report to Port any Equipment that Operator knows or reasonably should know is in need of service, repair or replacement, or any Port facility or dangerous condition that Operator knows or reasonably should know is in need of maintenance or repair, and such report shall be made to the PFSO or Designee during business hours of 8:30 A.M. to 5:00 P.M. Mondays through Fridays (except on Port-observed holidays). In the case of a dangerous condition, Operator shall report to the PFSO immediately.

## 12. LIMITATIONS ON OPERATOR ACTIVITIES.

Operator shall require Operator's representatives, including any officers, directors, employees, agents, contractors, subcontractors or any other individual accessing the Premises on behalf of Operator ("Operator's Representatives") to use the Premises and to enter and exit the Seaport only to provide the Services, to perform Operator's obligations under this Agreement, and to construct, install, use and maintain Operator's improvements in or on the Premises, subject to the PFSO's or the Designee's prior written approval of such construction or installation.

a) Operator shall not do or permit anything to be done by Operator's Representatives in, on or about the Premises, or any part of the Seaport, nor bring or keep or permit any of Operator's Representatives to bring or keep thereon, anything which is prohibited by or will in any way conflict with any applicable Laws, or which is prohibited by a standard form of fire insurance policy or which will in any way increase or affect the then-existing rate of any fire or other insurance carried by the Port or required to be carried by Operator under this Agreement, or which will cause a cancellation of any insurance policy covering the Seaport or the Premises and any part thereof or any of their contents.

b) Operator shall ensure all Services are performed, and the Premises is utilized in compliance with Port Environmental Ordinance No. 4345, as may be amended (the "Environmental Ordinance").

c) Operator shall not, and shall not permit any of Operator's Representatives, to commit, cause, or maintain any Toxic Material (as defined in the Environmental Ordinance) upon the Premises or any part of the Seaport, any public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any tenant, licensee, invitee or person using or occupying any portion of the Seaport.

d) Operator shall not and shall not permit any of Operator's Representatives to install, maintain or operate in, on or about the Premises or any part of the Seaport, any vending machine or device designed to dispense or sell foods, beverages, tobacco products or merchandise of any kind to the general public.

e) Operator shall not and shall not permit any of Operator's Representatives to install, erect, affix, paint or place any sign or lettering in, on, or about the Premises or any part of the Seaport, except as otherwise provided herein.

f) Operator shall not and shall not permit any of Operator's Representatives to make any improvements or alterations to the Premises or any part of the Seaport without the prior written consent of the PFSO or the Designee.

g) Operator agrees to conduct its operations upon the Premises or any part of the Seaport so as to reduce to the minimum that is reasonably practicable, the emanation therefrom of fumes and odors.

h) Operator agrees to handle and dispose of its trash, garbage and refuse in a sanitary manner and not to store or maintain any boxes, cartons, barrels, trash, debris or refuse in or about the

Premises or any part of the Seaport where they will be an eyesore to the public, as reasonably determined by the PFSO or the Designee. If the PFSO or the Designee makes such determination, then at the request of the PFSO or the Designee, Operator shall promptly remove such boxes, cartons, barrels, trash, debris or refuse from the Seaport, or store same in a location approved by the PFSO or the Designee in the exercise of his or her sole discretion.

i) Operator shall not and shall not permit any of Operator's Representatives to engage in the sale of any product or service, the solicitation of such sale, or the distribution of any literature or goods of any type, at the Seaport.

j) Operator's guard(s) shall not carry mace, batons or any other unauthorized weapons while performing Services under this Agreement.

### **13. INSURANCE.**

Operator shall comply with Exhibit G (INSURANCE REQUIREMENTS), which is attached to and made a part of the Agreement.

### **14. OPERATOR AN INDEPENDENT CONTRACTOR; WORKERS' COMPENSATION INSURANCE; PAYROLL TAXES.**

Operator shall provide the Services hereunder as an independent contractor. Nothing contained herein is intended or shall be construed to make the Port and the Operator partners, joint venturers or joint employers, and employees of Operator shall not be considered agents or employees of the Port. Operator shall provide workers' compensation insurance as required by the laws of the State of California. Operator shall have the sole responsibility for paying the salaries, payroll taxes, contributions for unemployment insurance, and all other expenses relating to each employee of Operator.

### **15. CONFIDENTIALITY; NON-DISCLOSURE.**

#### **15.1 Confidentiality.**

Consultant acknowledges that, in the performance of the Services or in the contemplation thereof, Consultant may have access to private or confidential information, including sensitive security information ("SSI"), 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.

#### **15.2 Non-Disclosure Agreement.**

Operator shall ensure that each Operator Personnel executes a Nondisclosure Agreement, in a form of which is acceptable to the Port and provided to Operator before the Commencement Date of this Agreement.

## **16. FEDERAL AIP GRANT COMPLIANCE.**

Consultant shall comply with all provisions in the attached Exhibit H (FAA AIP GRANT-REQUIRED PROVISIONS), incorporated herein by reference.

## **17. ASSUMPTION OF RISKS; INDEMNIFICATION.**

Operator agrees to voluntarily assume any and all risk of loss, damage, or injury to the person or property of Operator, its officers, agents, employees, contractors and invitees, which may occur in, on or about the Seaport, including the Premises at any time and in any manner, except to the extent such loss, injury, or damage is caused solely by the gross negligence or willful misconduct of Port, its agents, operators, employees, and officers.

### **17.1 Indemnification.**

Operator shall comply with all provisions in the attached Exhibit I (INDEMNIFICATION), incorporated herein by reference.

THE FOREGOING PROVISIONS OF THIS SECTION, INCLUDING EXHIBIT I, ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO LIMIT IN ANY MANNER WHATSOEVER THE PROTECTION OR BENEFITS TO WHICH PORT OTHERWISE WOULD BE ENTITLED AS AN ADDITIONAL INSURED UNDER ANY LIABILITY INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY OPERATOR UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION, INCLUDING EXHIBIT I, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE OPERATING TERM WITH RESPECT TO ANY ACTS OR OMISSIONS OCCURRING DURING THE OPERATING TERM.

## **18. EQUAL OPPORTUNITY; NON-DISCRIMINATION.**

During the Operating Term of this Agreement, the Operator, for itself, and its authorized assignees and successors in interest, agrees as follows:

(1) In furtherance of the Port's long-standing policy to ensure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port-related activities, it is expressly understood and agreed with respect to Operator's activities upon the Seaport:

- a) That Operator shall not discriminate against or provide preferential treatment to any employee or applicant for employment on any basis prohibited by state or federal law. Operator shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Port's Equal Opportunity Officer setting forth the provisions of this paragraph.
- b) That Operator shall, in all solicitations or advertisements for employees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to any basis prohibited by state or federal law.
- c) That Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,



to be provided by the Port's Equal Opportunity Officer, advising the labor union or workers' representative of the Operator 's commitments under this paragraph, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d) That Operator shall not discriminate by segregation or otherwise against any person or persons on any basis prohibited by state or federal law in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the Seaport, including any and all services, privileges, accommodations, and activities provided by Operator.
- e) That Operator shall maintain work force records showing male, female and minority employees by job category and similar information with respect to new hires and shall permit the Port's Equal Employment Opportunity Officer to inspect such records at all reasonable times and not less than annually and shall submit a summary of such information annually on a form provided by the Port.
- f) That if Operator has fifteen (15) or more employees, Operator shall within ninety (90) days of the Commencement Date provide the PFSO or his designee with a copy of its affirmative action program, if any, as may be required by any appropriate federal or state agency, by the Port pursuant to any federal or state requirements, or as a result of a court ordered consent decree. Thereafter any change(s) in the Operator 's affirmative action program shall be forwarded to the Port within thirty (30) days of its adoption. Such submissions shall be accorded the same level of confidentiality as provided for by the state or federal regulations or court order under which it was originally submitted.
- g) That Operator 's noncompliance with any of the provision of this Section 18 shall constitute a material breach of this Agreement. In the event of a breach of any of the above-stated nondiscrimination and affirmative action covenants, the Port shall have the right to consider but not be limited to the following:
  - (i) Terminate this Agreement and to re-enter and possess the Premises and the facilities thereon, and to hold the same as if this Agreement had never been made without liability therefore; or
  - (ii) Seek judicial enforcement of said covenants.
- h) The Port shall assist Operator in preparing the required affirmative action program to secure equal employment opportunities, whenever such assistance would be beneficial and shall be available to advise and counsel Operator in the implementation of Operator 's Affirmative Action Program.

(2) Non-Discrimination and Small/Local Business Utilization Policy.

ON OCTOBER 7, 1997, THE BOARD OF PORT COMMISSIONERS INITIATED A FORMAL POLICY TO ENCOURAGE FULL PARTICIPATION OF FIRMS FROM ITS LOCAL BUSINESS AREA ("LBA"), THE COUNTIES OF ALAMEDA AND CONTRA COSTA, PARTICULARLY THOSE IN ITS LOCAL IMPACT AREA ("LIA"), IN ITS WORK. THE LIA INCLUDES THE CITIES OF OAKLAND, ALAMEDA, EMERYVILLE AND SAN LEANDRO. THE LBA INCLUDES ALL CITIES WITHIN THE COUNTIES OF ALAMEDA AND CONTRA COSTA.

THE OPERATOR SHALL, IN CONSULTATION WITH THE PORT, ESTABLISH AND MAINTAIN COMPLIANCE ON A CASE-BY-CASE BASIS WITH THE PORT'S NON-DISCRIMINATION AND SMALL BUSINESS UTILIZATION POLICY, AS AMENDED FROM TIME-TO-TIME, WITH RESPECT WITH THE OPERATIONS AND ANY POSSIBLE CONSTRUCTION, ERECTION OR IMPROVEMENTS ON THE PREMISES.

(3) Prevailing Wage Standards.

- a) Basic Requirements. The Operator agrees that, with respect to the Services and the Operator's performance of any other work on the Premises (including the construction, erection or improvements), the Operator shall comply with the Public Work Prevailing Wage Requirements and the Private Work Prevailing Wage Requirements (collectively, the "Prevailing Wage Requirements"), provided, however, that the Private Work Prevailing Wage Requirements shall not apply to (i) improvements costing less than \$50,000.00 or with respect to which the initial building permit for such work is issued more than one year after the certificate of occupancy is approved on the core and shell, and (ii) maintenance work.
- b) Additional Prevailing Wage Provisions. The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:
  - (i) The Prevailing Wage Requirements shall apply to the employees of any employer including the Operator and any Respondent Contractor, including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or (in the case of Private Work Prevailing Wage Requirements only) maintenance of the Premises.
  - (ii) The Operator shall cause the provisions of this Section to be incorporated into each contract and subcontract and other agreement which would be subject to this Section. In the event the provisions are not so incorporated, the Operator shall be liable to the worker in any action or proceeding for the difference between the prevailing wage rate required to be paid and the amount actually paid to the worker, including costs and attorney fees, as if the respondent were the actual employer.
  - (iii) Nothing in the Agreement shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Good faith efforts shall be made to maintain a ratio of apprentices to journeymen of not less than 20%, if the

employer is signatory to an agreement to train, or otherwise bound to train, apprentices.

- (iv) The Operator shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section.
- (v) The Operator agrees that to the extent that the Operator is required to comply with the Prevailing Wage Requirements, the Operator shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the Port's principal office and will be made available to any interested party on request. The Operator agrees to post a copy of the prevailing rate of per diem wages at each job site.
- (vi) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 18(3)(b).
- (vii) The Operator, as a penalty to the Port, shall forfeit twenty-five dollars for each calendar day, or portion thereof (or such other sum as specified from time to time by Section 1775 of the California Labor Code), for each worker paid less than the applicable prevailing rates for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Operator

(4) Community Relations.

- a) The Operator shall cooperate with the Port's Social Responsibility Division and other departments as directed by the PFSO. Operator understands the Port's Community Relations Department seeks to serve the needs of Port tenants for a qualified workforce and address the needs of Oakland's chronically unemployed and underemployed, by identifying employment opportunities, training and job preparation resources for persons seeking such opportunities and by facilitating access to this information.
- b) The Operator will notify the Port's Social Responsibility Division of job opportunities open with the Operator either informally, or by providing copies of all advertisements or solicitations by or on behalf of the Operator, so that the Port's Community Relations Department may assist the Operator by inclusion of Operator's opportunities in its monthly Job Listing for the Port's website and providing assistance to Operator with additional recruitment if requested. The Port's Community Relations Department focuses on making Operator employment opportunities accessible to the local community and in particular, agencies and organizations that provide employment and training services.

- c) The Operator shall consider the Port's Community Relations Department for its recruitment and advertisement of available opportunities to solicit applicants from the local community as required by this Section and by relevant state or federal equal employment opportunity law. Operator retains and at all times shall have the right, consistent with Operator's obligations pursuant to its non-discrimination program, both to determine qualifications of all applicants for employment and, in its sole discretion, to select the applicants it deems best qualified.

(5) Living Wage Requirements.

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, 2022 IS AT LEAST \$136.14 WITH CREDIT GIVEN TO THE EMPLOYER FOR THE PROVISION TO COVERED EMPLOYEES OF HEALTH BENEFITS, AND \$18.53 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 CONTRACTOR WILL BE REQUIRED TO FILL OUT AN EMPLOYER SELF EVALUATION FORM AND CERTIFICATE OF COMPLIANCE THAT MAYBE OBTAINED FROM THE PORT'S WEBSITE AT [HTTP://WWW.PORTOFOAKLAND.COM/PORTNYOU/LIVI FORM.ASP](http://www.portofoakland.com/portnyou/livi_form.asp) AND RETURN THEM TO THE PORT'S SOCIAL RESPONSIBILITY DIVISION.

(6) Compliance with Regulations.

- a) Nondiscrimination. The Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, creed, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- b) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive Proposal or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Operator of the Operator's obligations under this Agreement relative to nondiscrimination on the grounds of race, color, or national origin.

## **19. NON-DISCRIMINATION IN SUBCONTRACTING WITH VENDORS AND/OR SUPPLIERS.**

Operator agrees that it shall not discriminate against any professional service, contractor or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veterans status; and that the Operator shall, in all solicitations or advertisements placed by or on behalf of Operator, for vendors, contractors or professional services, state that all qualified Proposers will receive consideration on merit, without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability (as set forth in the Americans with Disabilities Act of 1990) or veteran status.

The Port's Social Responsibility Division will assist Operator in finding diverse professional services, contractors and vendors.

## **20. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Operator represents warrants and covenants with respect to this Agreement and any amendment hereto (which representations and warranties shall be continuing during the Operating Term):

- a) That all information submitted by Operator, its officers, agents, employees and contractors (the "Aforementioned Parties") during the Port's RFP process, or thereafter, upon request of Port, whether or not submitted by any of the Aforementioned Parties under a continuing obligation by the terms of this Agreement to do so, was true and correct at the time such information was submitted or made available to Port;
- b) That none of the Aforementioned Parties has colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Operator's response to the and Port's RFP;
- c) That Operator has the power and authority to enter into this Agreement with the Port and that the individual executing this Agreement is duly authorized to do so;
- d) That none of the Aforementioned Parties has made an attempt to exert undue influence with the evaluation committee of the Port to award the Agreement for the Services to the Operator;
- e) That there are no unresolved claims or disputes between Operator and Port; and
- f) That Operator has furnished (and will furnish) true and accurate financial statements, records, reports, resolutions, certifications, and other information as may be requested of Operator by Port from time to time during the term of this Agreement.

## **21. TERMINATION.**

### **21.1 Termination by Port.**

The Port may terminate this Agreement without cause at any time upon giving thirty (30) day's prior written notice to Operator. Port may terminate this Agreement immediately upon notice upon the happening of an Event of Default, and such a termination shall be deemed a termination "for cause."

## **21.2 Termination by Operator.**

Operator may terminate this Agreement without cause by giving to the Port at least one hundred eighty (180) day's prior written notice of termination, which notice may not be given earlier than the first anniversary of the Commencement Date.

## **21.3 Effect of Termination.**

At the termination date, the Operator shall immediately quit the assigned Premises and return the Office Equipment, any other Equipment provided by the Port, and any equipment purchased with Port funds or for which Operator has been reimbursed under this Agreement, and any personnel identification badges to the Port in the condition required by this Agreement. If the Port elects to terminate this Agreement for cause, everything contained in this Agreement on the part of the Port to be done and performed shall cease without prejudice, subject, however, to the right of the Port to recover from the Operator all monetary damages or other relief that may be available to the Port arising out of any breach of this Agreement by Operator. Within sixty (60) days after the termination of this Agreement, the Port shall be obligated, subject to its set-off rights provided for in this Agreement, to pay all amounts owed to Operator under this Agreement to the termination date. If either party elects to terminate this Agreement as provided for herein based on the other party's material breach of this Agreement, the non-breaching party shall be entitled to damages as permitted by law or under this Agreement.

## **21.4 Removal from Premises.**

Upon expiration or termination of this Agreement, the Port may immediately or any time thereafter, re-enter the Premises and remove the Operator, Operator's employees, agents, subcontractors, invitees and property from the Premises. The Port shall be entitled to the benefits of all provisions of law respecting speedy recovery of the Premises held over by the Operator. Any other notice to quit or other notice to permit Port to re-enter the Premises is hereby expressly waived by the Operator. The Port shall not be liable in any way in connection with any action it takes pursuant to this subsection. The Operator's liability shall survive the Port's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

## **22. DEFAULT AND REMEDIES.**

### **22.1 Events of Default.**

The occurrence of any of the following shall constitute an "Event of Default" or "Default" by Operator:

- a) The failure to provide, voluntary abandonment, discontinuation, cessation or material deterioration of the Services during the Operating Term which, in the opinion of the PFSO or the Designee, results in the failure to provide Services of the duration, quality or standards required to be performed by the Operator under this Agreement, which failure is not cured within five (5) days after Port's written demand; provided, however, that if Operator has received three (3) notices under this subparagraph within a period of 180 days, commencing on the date of Operator's receipt of the first such notice, then Operator shall have no right to correct a failure described in any subsequent notice given by Port to Operator under this subparagraph within such 180 day period, even if all of the prior failures were corrected by Operator within the five (5) day cure period.
- b) The filing by the Operator of a voluntary petition in bankruptcy, or failure by the Operator to lift any execution, garnishment or attachment, or to obtain the dismissal

of a bankruptcy proceeding commenced involuntarily against the Operator within thirty (30) days after filing thereof or assignment by the Operator for the benefit of creditors, or the entry by the Operator into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Operator in any proceeding instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

- c) The occurrence of any act which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for Operator to conduct and operate the Services.
- d) Receipt of more than ten (10) complaints within any twelve (12) month period concerning major service deficiencies in the Services, with the determination of a complaint being deemed a "major service deficiency" being in the sole discretion of the Port. Operator shall have the right to contest any complaint by providing to Port within five (5) days after being notified of the complaint such evidence as Operator may have to demonstrate that the complaint was not justified. The determination of whether a complaint was justified shall be in the sole discretion of the Port.
- e) The filing of any lien or sequestration or attachment of or execution or other levy on Operator's interest in this Agreement, the Premises or on Operator's equipment, if any, located within the Seaport and Operator fails to obtain a release of such interest or property within thirty (30) days after the filing or attachment, or prior to sale pursuant to such levy, whichever first occurs.
- f) The PFSO's or the Designee's determination that there is a reasonable probability that Operator's financial condition is impaired and Operator cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of Port's demand for same.
- g) Failure to obtain and maintain in effect any of the insurance.
- h) If any of the representations or warranties contained in Section 20 are untrue in any material respect, or if Operator breaches any of its covenants contained in Section 20.
- i) Any transfer or assignment of this Agreement or subcontracting of any of the Services other than in compliance with this Agreement.
- j) Breach of or failure to comply with Operator's obligations contained in this Agreement.
- k) Any breach or failure described as an Event of Default or Default by any provision of this Agreement other than this Section.
- l) Failure by the Operator to observe or perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than those specifically referred to above, for a period of fifteen (15) calendar days after written notice specifying such failure and requesting that it be remedied has been given to the Operator by the Port; provided, however, such failure shall not constitute an Event of Default hereunder if such failure stated in the notice can be corrected, but not within the applicable period, and corrective action is instituted by the Operator within the applicable period and diligently pursued until such failure is corrected, provided that if the cure period is longer than thirty (30) calendar days after the date of such written notice, the Operator shall obtain the prior written consent of the Port.

## 22.2 Remedies For Default.

Upon the occurrence of an Event of Default, Port shall have the following rights and remedies, in addition to all other rights and remedies provided in this Agreement or by law, to which Port may resort cumulatively or in the alternative, and Port may assert them against the Operator and/or any general partner or joint venture partner, jointly and severally:

- a) The Port may enter into a new agreement with another operator that will occupy the Premises for all or any part of the unexpired portion of the Operating Term of this Agreement in which event Operator shall be liable in addition to accrued liability hereunder, for the difference between the payments the Port is obligated to pay the new operator and the payments the Port would have been obligated to pay the Operator under this Agreement for the unexpired portion of the Operating Term (not to exceed the notice period required for the Operator to terminate this Agreement without cause pursuant to Section 21.1 above). The Port has the sole and absolute discretion with respect to the selection of a new operator and the use of the Premises.
- b) In the Event of Default under this Agreement, the Port may, after providing written notice to the Operator of the Event of Default, cure the default at any time through any action deemed appropriate by the Port for the account and at the expense of the Operator. The Operator shall reimburse the Port for any amounts expended by the Port in connection with the cure, together with interest thereon for each day from the date of advance by Port until paid by Operator at the rate of five one hundredths percent (.05%), but not to exceed the maximum rate of interest permitted by law, and any penalties thereon as may be established by Port ordinance. Such cure shall not constitute a waiver of the Port's rights with respect to that or any other Event of Default, unless otherwise expressly stated in writing by the Port.
- c) The Operator shall pay the Port such sums as the court which has jurisdiction thereover may adjudge as reasonable attorney's fees with respect to any lawsuit or action instituted by the Port to enforce the provisions of the Agreement in which the Port is the substantially prevailing party.
- d) The Port shall not be liable for any damage, including, but not limited to, loss of profit and the Operator shall not make a claim of any kind whatsoever against the Port, its agents or representatives, by reason of any action taken pursuant to this Section 22.
- e) At Port's election, Port may keep this Agreement in effect and enforce all of its right and remedies under this Agreement, including the right to withhold compensation and other fees as they become due, and at Port's option, but without any obligation to do so (implied from any of its obligation under this Agreement), Port may, after first giving Operator written notice as provided in this Agreement, make such payment or perform such other act to the extent Port may deem appropriate. All sums so paid by Port and all costs in connection therewith shall be due and payable by Operator to Port (except where otherwise expressly provided in this Agreement) within ten (10) days of Port's written demand for payment of same, together with interest and penalties thereon from date of advance by Port at the rate provided in this Agreement, plus costs as may be awarded by a court of competent jurisdiction.
- f) Port shall not be liable to Operator for any damage to, or for any diminution or deprivation of Operator's rights hereunder on account of the exercise of any authority granted to Port in this Agreement. Operator shall be liable to the Port for the Port's expense for re-entering or repossessing the Premises, and making any necessary



repairs to the Premises, for all of the expenses to obtain a new operator and for the costs of operating or engaging a third party to operate the Services for the unexpired portion of the Operating Term (not to exceed the notice period required for the Operator to terminate this Agreement without cause pursuant to Section 21.1 above) to the extent such costs exceed the expenses that would have been paid had the Operator not defaulted.

### **22.3 Act of Termination.**

In the event Operator ceases to provide the Services at the Seaport, this Agreement shall not terminate unless Port gives Operator written notice of its election to terminate this Agreement. No act by or on behalf of Port intended to mitigate the adverse effect of such breach shall constitute a termination of Operator's obligation to render Services hereunder and use the Premises, unless Port gives Operator written notice of termination.

## **23. COMPLIANCE WITH LAWS, RULES, POLICIES AND REGULATIONS.**

### **23.1 Agreement to Comply.**

Operator covenants and agrees to observe and comply with (and to cause any assignee or subcontractor authorized under this Agreement to comply with) all present and future Laws (as hereafter defined), subject to the limitations in this Agreement, and all rules, regulations and policies of Port, including without limitation, all safety, security and operations directives of the PFSO or the Designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Seaport or the use of facilities at the Seaport (hereafter collectively the "Seaport Rules, Policies and Regulations"). The Port shall not have any duty or obligation to Operator to enforce the Seaport Rules, Policies and Regulations or the terms and conditions in any permit, lease or other agreement against any third party, and the Port shall not be liable to Operator for violations of same by third parties, their employees, contractors, agents, invitees or licensees. Operator further covenants and agrees to observe and comply with (and to cause all of its authorized assignees or subcontractors to comply with) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Maritime Commission.). Operator agrees to pay or reimburse Port for any civil penalties or fines which may be assessed against Port as a result of the violation by Operator or any such assignee or subcontractor of any of the foregoing requirements, which payment shall be made by Operator within fifteen (15) days from receipt of Port's invoice for such amount and documentation showing that payment of such penalty or fine is Operator's responsibility hereunder. Operator shall not be obligated to make a payment to Port if such payment would duplicate a payment for the same violation that has already been made by Operator to the Port.

As used in this Agreement, "Laws" shall mean all present and future federal, state and local statutes, ordinances and regulations and Port ordinances applicable to Operator, the Premises, the Services or the Seaport and judicial interpretations thereof, , the Americans with Disabilities Act of 1990, all acts and regulations relating in any way to worker's compensation, sales and use tax, social security, unemployment insurance, hours of labor and overtime, wages, working conditions, the Immigration Reform and Control Act of 1986, Section 7583 of the California Business and Professional Code, the Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses"), the Oakland Municipal Code (including without limitation Section 5.52 thereof), all environmental Laws, including the Environmental Ordinance, and the Seaport Area Rules, Policies and Regulations (as defined in this Section 23.1).

If Operator fails to comply with any applicable Laws, the Port may suspend this Agreement until compliance is attained or may perform the Services, including without limitation, the functions of the

Supervisor, with its own forces or with hired personnel, and may deduct the cost of these Services from monies otherwise due Operator under the terms of this Agreement. The Port will determine in its reasonable discretion whether Operator has complied with its obligations under this Agreement, and whether the Port will provide Services in lieu of Operator. Operator shall also be subject to any Administrative Fees levied against the Port as a result of Operator's failure to comply with its obligations.

### **23.2 California Labor Code Section 2810.**

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

## **24. TRANSFER AND ASSIGNMENT.**

### **24.1 Assignment or Subcontracting.**

Operator shall not sell, assign or transfer this Agreement or any of its rights and obligations hereunder or permit any such sale, assignment or transfer to occur by operation of law, or subcontract for the performance of any of the Services to be provided by it hereunder, without the

Port's prior written approval, which approval must be evidenced by resolution adopted by the Board of Port Commissioners and may be granted or withheld by Port in the exercise of its sole discretion and subject to payment by Operator of all administrative expenses incurred by the Port for the processing of such assignment or transfer.

### **24.2 Transfer of Control.**

For purposes of Section 24.1 above, an assignment shall include, if the Operator is a corporation (except if Operator is a corporation whose stock is publicly traded), the issuance or the sale, transfer or other disposition of a sufficient number of shares of stock in the Operator to result in a change in control of the Operator or if the Operator is a partnership, joint venture, or other entity other than a corporation, a transfer of an interest or interests in the partnership, joint venture or other entity (or in any of the general or joint venture partners or members thereof) which results in a change in control of any such entity, or if the Operator is a joint venture, any transfer that would violate the Operator's obligations under Section 25 below.

## **25. JOINT AND SEVERAL LIABILITY.**

The obligations and liabilities of the Operator and its general partners or joint venture partners under or arising under this Agreement are joint and several.

## **26. 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.

## **27. FEES AND TAXES.**

Operator agrees timely to pay all applicable fees, taxes, and other charges levied by any governmental entity upon any right or interest granted to Operator by this Agreement or upon the exercise of any such right or interest, including the City of Oakland business licensing fees and taxes, if applicable. In the event that any provision of this Agreement causes the imposition of a possessory interest tax, Operator shall immediately notify the PFSO and provide a copy of all documents received by the Operator relative to such impositions. The Port agrees to pay on behalf of Operator whatever possessory interest tax may be imposed, provided, however, that the Port reserves the right to challenge the imposition of such a possessory interest tax. Operator agrees to reasonably cooperate with the Port in making necessary investigations and in preparing and presenting necessary documentary and oral evidence in connection with whatever challenge to such tax imposition the Port may deem appropriate.

## **28. COVENANT AGAINST CONTINGENT FEES; IMPROPER INFLUENCE.**

As required by the Port's Purchasing Ordinance No. 4576 (as it may be amended from time to time), Operator warrants that no person or agent has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency of Operator. For breach or violation of this warranty, the Port, as its option, may deduct from the compensation paid under this Agreement, as set forth more fully in Exhibits B-1 and B-2, or otherwise recover from Operator, the full amount of the contingent fee, or may exercise any other legal or equitable remedy available to it.

Operator warrants that neither Operator nor any person nor agent acting on Operator's behalf shall exert improper influence to solicit or obtain Port contracts. In addition, Operator warrants that neither Operator nor any person nor agent acting on Operator's behalf shall exert improper influence to extend or prevent termination of this Agreement. "Improper influence", as used in this Section, means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act as an agent regarding a Port contract, including this Agreement, on any basis other than the merits of the matter.

Operator's breach of any of its obligations under this Section shall constitute an Event of Default and may result in any or all of the following:

- (i) Port's immediate termination of this Agreement, and
- (ii) an assessment of an Administrative Fee as specified in Exhibit C.

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

"Bona fide employee," as used in this Section, means a person, employed by Operator and subject to Operator's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds himself or herself out as being able to obtain any Port contract or contracts through improper influence.

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

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

## **29. CONSENTS AND APPROVALS; NOTICES.**

All consents or approvals provided for in this Agreement must be contained in writing signed by the party giving such consent or approval.

Written notices to the Port hereunder shall be given by personal delivery, or by registered or certified mail or overnight courier service, with all postage or freight charges prepaid, and addressed (with courtesy copy provided via email) to Bryan Brandes, Director of Maritime, Port of Oakland, 530 Water Street, 6th Floor, Oakland, CA 94607; bbrandes@portoakland.com, with copies to Port Attorney, Port Attorney’s Office, 530 Water Street, 4th Floor, Oakland, CA 94607, attention Catrina Fobian, Esq.; cfobian@portoakland.com, or to such other address or addresses as the Port may designate by written notice to Operator.

Written notices to Operator hereunder shall be given by personal delivery, or by registered or certified mail or overnight courier service, with all postage or freight charges prepaid, and addressed (with courtesy copy provided via email) to:

With a copy to:

or to such other address as Operator may designate by written notice to the Port.

In addition to the foregoing, pursuant to California Code of Civil Procedure, Section 416.10, Operator hereby designates the following person as its agent for service of process:

The giving of any such notice by the PFSO or the Designee shall be effective upon receipt, and Operator shall not question the authority of the PFSO or the Designee to give any such notice.

## **30. WAIVER OF DAMAGE.**

Operator hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Premises or the Seaport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, plumbing, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due solely to the willful misconduct of Port or its officers, agents or employees. It is understood that

Operator shall take such steps as Operator may consider necessary to protect Operator's trade equipment and other personal property from any damage that may be caused to same in the event of any failure or interruption of such utility service. Whenever the Port shall find it necessary for the purpose of making repairs or improvements to any utility supply system it shall maintain, it shall have the right to suspend temporarily the delivery of gas, electricity, water or other utility service, or any thereof, but in all such cases (except in the event of an emergency) reasonable notice of such suspension will be given to Operator.

The Port and its Board of Port Commissioners and its officers, employees and agents shall not be liable to Operator or to any third party claiming through Operator for any loss of business or any indirect, incidental, special or consequential damages or lost profits arising out of or relating to this Agreement or the operation of Operator at the Seaport or for any other cause.

### **31. NO ADVERTISING.**

Operator shall not display any advertising on the Seaport, including the Premises.

### **32. NON-DISCRIMINATION PLAN FOR EMPLOYMENT.**

Operator shall comply with Exhibit K (NON-DISCRIMINATION PLAN FOR EMPLOYMENT), which is attached to and made a part of this Agreement.

### **33. MISCELLANEOUS.**

#### **33.1 Lost And Found Articles.**

All articles found by the Operator, its agents or employees, or which are found by patrons and given to the Operator, shall be turned over to the PFSO or Designee as lost and found items. The Operator, its agents and employees shall have no right to reclaim said articles. Lost and found articles while in possession of the Operator, its agents and employees, that cannot be accounted for will be reimbursed by Operator to the Port at the fair market value of the articles, as reasonably determined by the Port, or replaced at the Operator's sole expense.

#### **33.2 Entire Agreement; Amendments; Conflict with Exhibits.**

This Agreement, together with the exhibits and attachments hereto, which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements made with respect to such subject matter are merged herein. Except as otherwise specifically provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by all of the parties hereto. In the event of an express conflict between an Exhibit to this Agreement and this Agreement, the provisions of this Agreement shall prevail.

#### **33.3 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.

**33.4 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.

**33.5 Jurisdiction and Venue.**

Operator hereby consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against Operator under this Agreement, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Operator. Operator further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against Operator under this Agreement. Port agrees to serve such process on Operator's registered agent under California law, as set forth in Section 29.

**33.6 Headings.**

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

**33.7 Time of Essence.**

Time is of the essence of this Agreement.

**33.8 Successors and Assigns.**

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

**33.9 Consents.**

Except as otherwise expressly provided herein, if certain action may be taken only with the consent or approval of the Port, or if a determination or judgment is to be made by the Port, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the PFSO or the Designee.

**33.10 Force Majeure.**

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, except for strikes by its own employees, riots,

insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, terrorist attacks, governmental action (unless arising out of a party's breach of applicable Laws), or any other similar cause that is beyond the reasonable control of such party, or if such failure or delay was caused by the other party's failure to fulfill its obligations under this Agreement ("Force Majeure"). If any event of Force Majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party and shall re-commence performance at the earliest possible time.

### **33.11 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.

### **33.12 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.

### **33.13 No Recourse.**

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Operator hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Port, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Port's Board and its citizens advisory committees), director, Pak Manager, officer, employee, representative, contractor, or agent, as such, past, present and future, of Port, either directly or through Port or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Port. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Port member, director, PFSO, officer, employee, representative, contractor, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Port, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Port, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

### **33.14 Guaranty.**

Exhibit L (GUARANTY) is attached hereto and made a part of this Agreement.

If a third party or third parties joined in the Operator's Proposal as a guarantor, then such third party or third parties, as applicable, shall execute and deliver to the Port the Guaranty in the form attached hereto as Exhibit L at the same time that this Agreement is executed and delivered by Operator to the Port.

### **33.15 WAIVER OF JURY TRIAL.**

TO THE EXTENT PERMITTED BY LAW, OPERATOR AND PORT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF

OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT

**33.16 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><b>PORT OF OAKLAND</b></p> <p><b>CITY OF OAKLAND</b>, a municipal corporation, acting by and through its Board of Port Commissioners,</p> <p>By: _____ <b>DANNY WAN</b>, Executive Director</p> <p>_____</p> <p><b>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.</b></p> <p>Approved as to form and legality:</p> <p>By: _____ <b>MARY C. RICHARDSON</b>, Port Attorney (Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)</p> <p><b>Port Resolution No.:</b></p> <p><b>Board Approval Date:</b></p> <p><b>PA#: 2023-</b></p>	<p><b>CONSULTANT</b></p> <p>_____, a [State] [business form/type, i.e. corporation, etc.],</p> <p>By:</p> <p>Name: Title: Email:</p> <p>_____</p> <p><b>ATTEST</b> (only if California Corp.)</p> <p>By:</p> <p>Name: Title: Email:</p>
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## EXHIBIT A

### **SCOPE OF SERVICES AND REQUIREMENTS**

Operator agrees to provide all Services at service locations directed from time to time by the Port, including the Seaport. The Seaport is comprised of a variety of properties, including container terminals, intermodal rail facilities and the Port-owned property formerly known as the Oakland Army Base. A map which more particularly depicts the Seaport's facilities is attached hereto ("Seaport Facilities Map"). The Port reserves the right, and at its sole discretion, from time to time to order changes in the Service locations, the Service hours, including increase or decrease of Service hours, and in the Services to be performed by the Operator. All such changes shall be incorporated in written change orders executed by the Port, which shall specify the changes ordered and the adjustment of compensation if any. No claim for additional compensation will be recognized, except as permitted in the Agreement. Services may not be interrupted at any time. The specified staffing required to be providing the Services, as described herein, must be provided at all times as specified.

Operator shall provide qualified replacement staff (as described in Exhibit E (Personnel)) to cover vacancies within two (2) hours of a post being vacated or upon request by the PFSO or the Designee.

Port retains the services of Contractor to provide experienced operations staff and supervisor(s) to provide the PSOC Staffing Services and Security Patrol Services per the scope of services, including Service requirements, outlined below.

#### **A. General Overview of Services.**

Operator shall provide Services under this Agreement and assign Operator Personnel who are organized, skilled and qualified to provide the Services, including qualifications and requirements as set forth in Exhibit E (Personnel). Operator's Services shall be performed in coordination with the PFSO. Operator shall ensure all Operator Personnel providing Services under this Agreement continuously monitor and improve the safety and security posture within the Port and deter, detect, analyze, and respond to security incidents. Operator shall ensure the Services are performed with the aid of technology and follow well-defined processes and procedures.

In the event any Operator Personnel scheduled to be on duty for a particular shift to provide Services under this Agreement is unable to perform his/her duties during a shift due to illness, injury, or other reasons, Operator shall provide a replacement guard within two (2) hours from the time the post is vacated, unless otherwise authorized by the PFSO.

#### **B. Shifts for All Services.**

Services shall be provided during the following three (3) eight (8) hour shifts (collectively "Shifts"). These Shifts may be modified as agreed upon in advance and in writing by the PFSO, provided any modified Shifts continue to provide Services twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year, including holidays:

- (a) Day Shift – for PSOC Staffing Services: 7:00 a.m. to 3:00 p.m.; for Security Patrol Services: 6:00 a.m. to 2:00 p.m.
- (b) Swing Shift – for PSOC Staffing Services: 3:00 p.m. to 11:00 p.m.; for Security Patrol Services: 2:00 p.m. to 10:00 p.m.
- (c) Night Shift – for PSOC Staffing Services: 11:00 p.m. to 7:00 a.m. (following day); for Security Patrol Services: 10:00 p.m. to 6:00 a.m. (following day).

Operator shall ensure Operator Personnel are provided with all meal and other breaks in accordance with all applicable laws and collective bargaining unit (i.e. union) agreements and ensure breaks are staggered and self-coordinated by Operator Personnel during each Shift.

**C. Holidays.**

Operator shall provide the Services for all holiday periods. On holidays, Port staff will be available through emergency contact information provided to Operator.

**D. Overview of PSOC Staffing Services.**

Operator shall ensure Operator Personnel assigned to the PSOC, including the PSOC Supervisor and the PSOC Operations Technician, as further described in Exhibit E (Personnel) (collectively, "PSOC Staff") utilize various communication and computer systems to provide security oversight throughout the Seaport, provide direction to assigned Patrol Services Staff (as defined below), and maintain positive cooperative relationships with Port tenants and their respective business operations, including marine terminals, and other local, state, and federal agencies as may be directed, and with the general public. Additionally, the PSOC serves as the Port's Emergency Operation Center (EOC), which accommodates the incident management staff when activated in preparation or in response to a significant safety, security, environmental, etc. incident within the Seaport. In the case of an emergency, in which the Port's Emergency Operation Center (EOC), housed within the PSOC, is activated, PSOC Staff shall provide support to the EOC incident management staff, as directed by the Port and shall utilize existing maritime security systems to provide real-time situational awareness to the Port during emergency operations.

**1. PSOC Staff Responsibilities and Duties.**

PSOC Staff responsibilities and duties, include, but not limited to, the following:

- (1) Operate and monitor a computerized, integrated system of closed-circuit television cameras, intrusion detection system, geographic mapping, alarm systems, on-line data and tracking systems, mass communication system, and other systems of the PSOC.
- (2) Monitor Port's maritime access control systems to ensure no unauthorized access to secure areas by the public, employees, or tenants of the Port; follow established protocols to grant access to authorized users.
- (3) Identify, acknowledge, and facilitate appropriate response to security system alarms of varying levels of significance; quickly assess conditions and situations based on system information; make notification decisions based on Port standard procedures; direct and deploy security and patrol units as needed to respond; activate and coordinate emergency response plans; coordinate requests to police and fire dispatch centers for the deployment of emergency personnel to investigate and resolve incidents; maintain knowledge and status of the incident response teams; relay information and coordinate Port resources.
- (4) Receive telephone calls on a range of routine to emergency issues; respond to calls requesting Port services and transfer calls for emergency response and dispatch (police, fire, medical and other emergency response); and make

requests for emergency services when appropriate and necessary (i.e. calling 9-1-1), when appropriate and necessary.

- (5) Collect, analyze and disseminate all intelligence and information received in the PSOC from a variety of sources including Marine Terminal Operators (“MTOs”) and other port tenants regarding real or potential security breaches to internal (e.g. City of Oakland Police and/or Fire Department), external (e.g. U.S. Coast Guard), and other emergency service organizations as may be necessary.
- (6) Relay information to appropriate Port staff and third-parties as directed by the Port, including Port tenants and their respective personnel, regarding emergencies and hazardous conditions within the Seaport; operate public communication systems including notification systems, emergency roadside signage, and radio stations.
- (7) Provide and utilize a standardized reporting method/form to electronically log, document, and maintain records of all calls for requested service/assistance, emergency response incidents, and general activity including radio transmissions.
- (8) Transmit and receive radio transmissions, text messages, or other electronic messages to/from Patrol Staff (as defined below), or Port employees, using appropriate communication procedures.
- (9) Operate computer software systems in response to requests from Patrol Staff in order to retrieve vehicle, person, or situational information for transmittal back to the field unit.
- (10) Monitor PSOC equipment and systems and troubleshoot minor malfunctions.
- (11) PSOC Supervisor will provide an adequate level of supervision of PSOC Operations Technician on an assigned shift;
- (12) PSOC Supervisor will train Operations Technicians in the proper use of the PSOC technology, operating systems, policies and procedures;
- (13) PSOC Supervisors will evaluate the performance of operators.
- (14) PSOC Supervisor may draft or update operating policies and procedures for the PSOC in accordance with Port priorities and best practices.
- (15) Coordinate with vendors and Port staff to ensure the smooth operation of the PSOC.
- (16) PSOC Operations Technician will provide direct oversight, guidance, and tasking to Guards.

- (17) Collect monthly statistics regarding incidents responded to in the prior month, including details such as types of incidents or other details as directed by the PFSO and create reports as requested by the PFSO.
- (18) Perform other duties and tasks as assigned to carry out the Services.

**E. Overview of Security Patrol Services**

Operator shall ensure Operator Personnel assigned to perform the Security Patrol Services, specifically the Guards, as further described in Exhibit E (Personnel) (“Patrol Staff”), in coordination with the PSOC Staff, provide security and patrol services throughout each Shift and maintain overall situational awareness, ensure safe and efficient vehicular traffic flow, and to observe and report suspicious or criminal activity within the Seaport.

**1. Patrol Staff Responsibilities and Duties**

Patrol Staff responsibilities and duties, include, but not limited to, the following:

- (1) Conduct roving patrol services throughout the Seaport per tasking from the PSOC Supervisor or Operations Technician on watch, who are acting in coordination with the PFSO.
- (2) Report suspicious or criminal activities to Port staff, generally via the PSOC Operations Technician.
- (3) Monitor traffic (primarily trucks) both transiting and that are in queue awaiting entry to marine terminals. When observed, guards shall respond to truck line cutting incidents by tactfully communicating with truck drivers and directing them to go to the back of the queue line, in accordance with Port policy and best practices.
- (4) Monitor traffic flow/directing traffic, including large commercial vehicles.
- (5) Perform access control and other security related duties such as vehicle inspections, as applicable to federally regulated secure restricted facilities in accordance with Title 33 Code of Federal Regulations (CFR), specifically part 105.210, and the Maritime Transportation Security Act (MTSA).
- (6) Inspect vehicles for vehicle-borne improvised explosive devices (VBIEDs).
- (7) Perform perimeter patrol and fence line inspections.
- (8) Patrol and secure construction and vacant sites as directed.
- (9) Collect relevant information from involved parties associated with traffic or other security incidents including, but not limited to, vehicular collisions, hazardous material spills, truck line cutting, theft and vandalism.
- (10) Escort “unbadged” personnel (employees, contractors, etc.) within certain access-controlled areas.

- (11) Effectively communicate via Port-provided radio system. Additionally, Operator shall provide cellular phones for each of the Guards when on duty, as an alternative communication means.
- (12) Coordinate with Port, public safety agencies, and emergency responders for significant events and/or specific areas that require increased enforcement.

## **F. Operations Reports and Other Reporting**

**1. Operations Reports.** In addition to any other reporting requirements set forth in this Agreement, Operator shall submit to the PFSO or its Designee, daily, weekly, monthly and annual operations summary reports in writing in a format acceptable to the Port, as further described below (“Operations Reports”). The Operating Report criteria sets for the minimum criteria. In addition to the minimum criteria, Operator shall also include in any of the Operating Reports, any other information Operator deems necessary. The type and frequency of the Operating Reports may be modified from time to time at the sole discretion of the Port. Any specific incidents requiring guard actions are to be included in the Operations Reports. In addition to written Operations Reports, Operator shall also immediately report the following via telephone to the PFSO at (510) 627-1303 or (510) 220-8916 (mobile) and the Oakland Police Department, Oakland Fire Department and/or other emergency response, as directed by the PFSO or Designee: any personal injuries, property loss or damage, threats or potential threats against life or property or any incident or activities that present imminent danger to health and safety of the general public; and/or other emergency conditions requiring immediate attention or significantly impact Port operations, as defined and directed by the PFSO, as may be changed from time to time. For each instance of such telephonic reporting, a follow-up written report delineating the emergency condition and corresponding action taken shall be submitted to the Port within twenty-four (24) hours of the telephonic reporting.

- (a) Daily Operations Reports – Daily Operations Reports shall include, at a minimum, a summary of daily employee operations and incident reports for the prior day.
- (b) Weekly Operations Reports – Weekly Operations Reports shall be submitted on a weekly basis, to be received by the Port no later than on Friday of each week and shall include, at a minimum, employee work schedules and employee rosters for the following week.
- (c) Monthly Operating Reports – Monthly Operating Reports shall be submitted by the 15th of each month for the immediately preceding prior month and shall include, at a minimum, all of the following from the prior calendar month:
  - (i) Employee payroll reports/invoice; and
  - (ii) A summary of employee training provided to all Operator Personnel.
- (d) Annual Operating Reports – Annual Operating Reports shall be submitted by the last day of the first month of each Contract Year\*, beginning in Contract Year 2, and shall include, at a minimum, a summary of of major incidents that occurred or were responded to by the Operator during the prior Contract Year (*\*as used in this Agreement, the term “Contract Year” refers to a twelve (12) month consecutive period of time during the Term of this Agreement, with Contract Year 1 beginning on the Commencement Date of this Agreement*).

**2. Other Reports.** In addition to the Operating Reports, Operator shall supply Port with such other financial or statistical reports as the PFSO or Designee may request from time to time during the term of this Agreement. In addition, Operator shall review and investigate each complaint regarding the Seaport and/or relating to Operator's Services, within five (5) working days of receipt by Operator of the notice of such complaint and provide an update to PFSO and recommendations to address the complaint, subject to review and approval by PFSO or Designee.

**G. Workforce and Other Requirements**

Operator must provide a reliable and consistent work force, qualified to perform the Services under this Agreement, with a low turnover rate. Throughout the Operating Term of this Agreement, all Operator Personnel shall possess a valid security guard license/card issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services in the appropriate discipline for the type of work performed and shall obtain and maintain all other licenses required to provide any of the Services under applicable federal, state, city or local laws. In addition, Operator and its employees providing any of the Services must comply with all of the following:

- (1) All work sites served by Operator will be non-smoking and Operator Personnel shall comply with all applicable smoking restrictions;
- (2) Port will issue keys to specific secured areas as needed to Operator at no charge. However, in the sole discretion of the Port, in the event the locks need to be changed to maintain security as the result of Operator Personnel's loss or misuse of keys, Operator will be responsible for the cost of changing the affected locks. Operator shall provide Port a copy of all keys made by Operator at Seaport within twenty-four (24) hours of keying;
- (3) Port will issue Port security badges ("Badge" or collectively "Badges") to each Operator Personnel for access to certain areas of the Seaport requiring secured access, including the Harbor Facilities Complex. Operator shall ensure any loss of Port Badge(s) are reported immediately to the PFSO; and
- (4) Port will issue portable UHF radios to be used by Operator Personnel while on duty. Operator shall ensure lost or damaged radios are reported immediately to the PFSO. Operator will be responsible for the cost to replace any lost or damaged radios.
- (5) Operator shall verify that all Operator Personnel have the right to work in the United States in compliance with the Immigration Reform and Control Act of 1996. Upon the Commencement Date of this Agreement, the Port reserves the right to inspect employment eligibility verification forms (Form I-9 OMB No. 1115-0236, or any revised version).
- (6) Prior to the Commencement Date of this Agreement, Operator shall provide a list of the names and shift schedule of each Operator Personnel. Operator shall provide subsequent updates to this to this list as Operator Personnel shift schedule changes on a weekly basis.
- (7) Prior to the Commencement Date of this Agreement, the Contractor shall perform background checks of at least three (3) years of verifiable background on all Operator Personnel candidates and certify that all candidates have successfully passed a criminal background check prior to working on Port property.
- (8) Operator Personnel shall be recruited, selected, and assigned to ensure dependable, efficient, courteous and pro-active service to the Port.

- (9) Operator is responsible for the professional and courteous control, conduct, demeanor, and appearance of the Operator Personnel or any other Operator employees, agents and/or representatives.
- (10) Operator and/or its employees or family members shall not engage in the sale of any products or services, or the solicitation of sale, on any of the Port's property.

**H. Termination of Employees**

The Operator shall inform all employees in writing upon hiring that their employment is at will and that their employment may terminate at any time. Upon termination of any employee, Operator shall be responsible for returning to Port any Maritime Area related keys, or other related materials and any Maritime Area parking cards within 24 hours of such termination. Failure to return such items to the Port shall result in the assessment of an Administrative Fee as specified in Exhibit "C". In addition, the Operator shall be responsible for the cost of replacement for any lost Maritime Area keys or other related materials.

**I. Drug and Substance Abuse Testing**

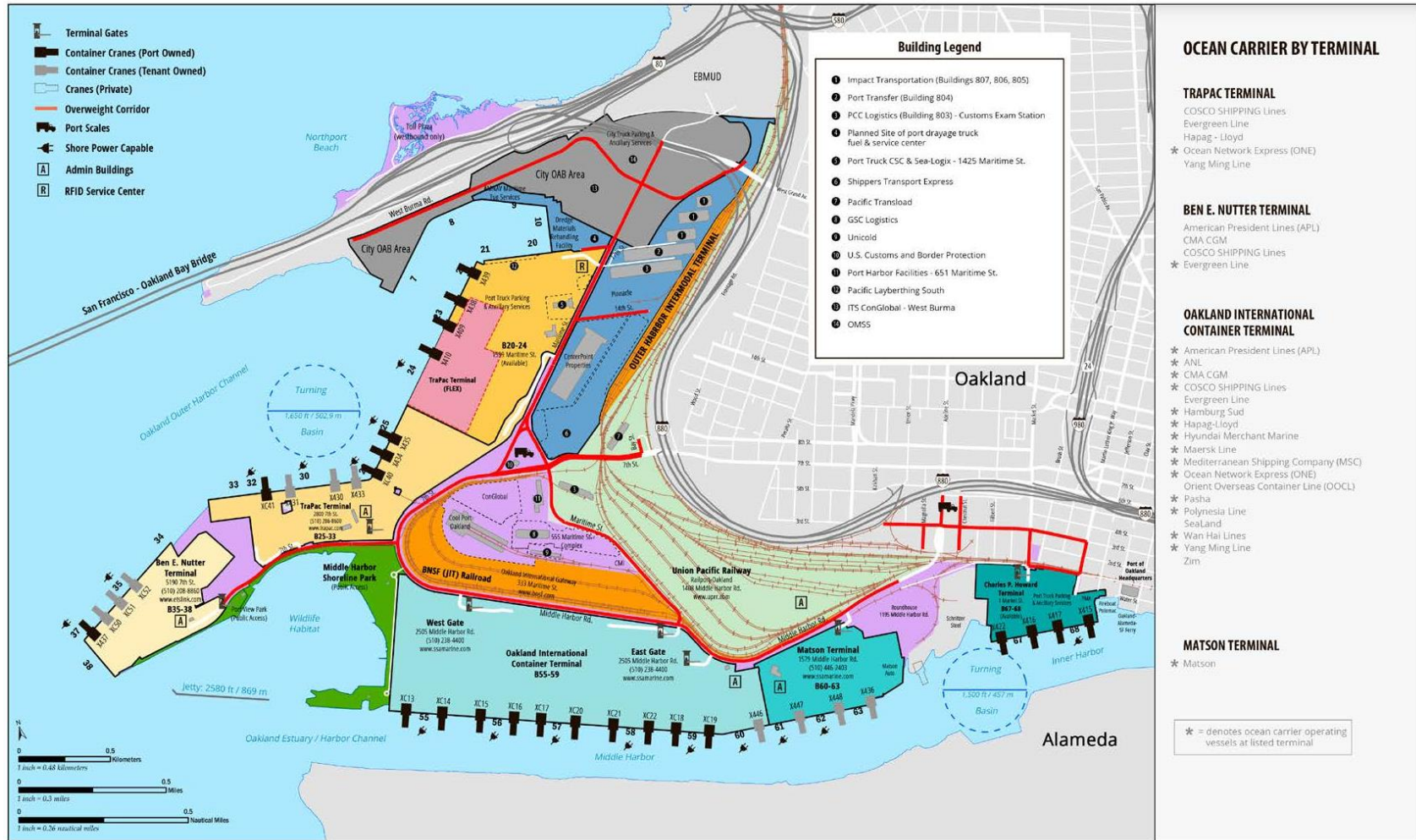
The Operator will maintain a drug-free workplace. The Operator, at its own expense, shall institute a mandatory, random drug and substance abuse testing program for all personnel assigned to provide the Services. The Operator shall retain the expert services of a local, certified and licensed testing facility. The program must be in place prior to the Commencement Date and maintained in force thereafter, throughout the entire Operating Term of the Agreement.

**J. Personnel Records**

The Operator shall keep accurate and detailed records on personnel and staffing for examination by the Port upon two (2) days written request to the Operator. This shall include, but not limited to, name and address changes, date of hire, salary and benefits paid, training received and performance reviews. These records shall be maintained and made available upon request for the entire duration of this Agreement, and thereafter for three (3) additional years, or such longer period required by Section 7.2 of the Agreement.



# ATTACHMENT TO EXHIBIT A SEAPORT FACILITIES MAP



**[OPERATOR]**

PSOC Staffing and Security Patrol Services Agreement

ATTACHMENT TO EXHIBIT A  
LEGAL-393563794-217

**EXHIBIT B-1**

**PSOC STAFFING SERVICES COMPENSATION**

***[to be inserted following award]***

**EXHIBIT B-2**

**SECURITY PATROL SERVICES COMPENSATION**

***[to be inserted following award]***

**EXHIBIT C**  
**ADMINISTRATIVE FEES**

As set forth in Section 6 of this Agreement, the Parties agree that certain aspects of the Operator's performance are essential to the Port's operation and that the Operator's failure to perform these activities will result in administrative and monitoring expenses for the Port. Therefore, the Parties agree that the below-listed Administrative Fees are reasonable estimates of such expenses to the Port and shall be charged to the Operator.

**1. STAFFING**

Any compensation payable by the Port to the Operator under this Agreement, as described more fully in Section 4 (Compensation) of this Agreement ("Amounts Payable") may, at the option of the Executive Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) each time one of the following performance violation occurs for on-duty Operator Personnel, per each Shift:

- 1.1 Failing to maintain a neat personal appearance;
- 1.2 Failing to behave courteously;
- 1.3 Failing to possess proper photo ID at all times while within the Seaport;
- 1.4 The use, possession or being under the influence of any alcoholic beverage or prohibited substance;
- 1.5 Use of profane or vulgar language directed to or at the public, Seaport personnel, Port staff, or other Operator Personnel, including those designated by the Operator to supervise the Services;
- 1.6 Failure to perform functions of a security guard within the Seaport as set forth in this Agreement;
- 1.7 Smoking, eating, except during breaks;
- 1.8 Littering;
- 1.9 Any "clocking" in or out using another employee's card or identification;
- 1.10 Providing services or working for another entity, including the Operator, other than for the Services provided to the Port under this Agreement ;
- 1.11 PSOC Supervisor not available as specified;
- 1.12 Solicitation for sale of goods or services, or other unauthorized exchange of money, or for tips or gratuities in any form or manner;
- 1.13 Providing false information to Port tenants, other local, state, and federal agencies, and/or the general public;
- 1.14 Failing to operate a vehicle in a safe manner;
- 1.15 Failing to comply with posted speed limits and traffic control signs;
- 1.16 Permitting or giving consent to Seaport patrons/users to leave vehicles unattended or to load or unload at areas not designated by the Port for that purpose; and
- 1.17 Failure to follow other Port rules, policies and/or regulations.

## **2. CUSTOMER COMPLAINTS**

The Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by three hundred dollars (\$300.00) for each customer complaint that is not addressed or resolved in a manner reasonably acceptable to the Port within five (5) working days of receipt by Operator of the notice of such complaint.

## **3. NON-STAFFING**

The Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by three hundred dollars (\$300.00) for each fifteen (15) minutes or fraction thereof that a post is unattended.

## **4. FAILURE TO SUBMIT REPORTS IN A TIMELY MANNER**

Operator acknowledges that it is required to submit periodic reports required under the Agreement and others as required by the PFSO. The Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by One Hundred Dollars (\$100.00) per day, per report, for each day such report(s) are late, or for each time such reports are submitted with material information missing or with material inaccuracies.

## **5. OVERTIME**

As applicable, the Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) each time overtime exceeds 2.6 hours per shift. Operator will have the option to be responsible for payment of all overtime in lieu of the administrative fees of two hundred and fifty dollars (\$250.00) per violation.

## **6. FINANCIAL**

The Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by two hundred and fifty dollars (\$250.00) for each instance of the following:

1. Overstatement of any item of actual expense on any invoice, report or bill with which compensation from the Port is requested, with such Administrative Fees not to exceed \$500 per month; and
2. Any failure to provide verification or evidence that payments have been made of reimbursed expenses to the party noticed on the invoice, report or bill for such reimbursement

## **7. MISCELLANEOUS**

The Amounts Payable may, at the option of the Executive Director or the Designee, be reduced by the amount specified for each time one of the following performance failures occurs:

- 7.1. One Hundred Dollars (\$100.00) for each instance of failure to meet minimum performance standards;
- 7.2. Five Hundred Dollars (\$500.00) per day for failure to maintain minimum staffing schedule;
- 7.3. Three Hundred Dollars (\$300.00) for each failure to patrol Maritime Area as required by this Agreement
- 7.4. Two Hundred Fifty Dollars (\$250.00) for each failure to prepare and submit awritten incident report for incidents of injury or loss in an accurate manner within twenty-four (24) hours from the time of the incident;
- 7.5. Two Hundred Fifty Dollars (\$250.00) for each day the Operator fails to providethe Port with an Operations and Procedures Manual after 30 days from the Commencement Date of the Agreement;

- 7.6. Two Hundred Fifty Dollars (\$250.00) for each day the Operator fails to provide the Port with a Training Manual after 30 days from the Commencement Date of the Agreement;
- 7.7. Two Hundred Fifty Dollars (\$250.00) for each day the Operator fails to provide the Port with an Audit Manual after 30 days from the Commencement Date of the Agreement;
- 7.8. Five Hundred Dollars (\$500.00) for each occurrence of the suspension of any service or the non-receipt or repossession of any product due to Operator's failure to pay invoices or bills subsequent to any reimbursement by the Port for such services or products;
- 7.9. Five Hundred Dollars (\$500.00) for each occurrence of failure by Operator to maintain the Premises or Equipment as set forth in Sections 10 and 11, or for each failure to meet the training requirements specified in this Agreement, including Exhibit F;
- 7.10. Five Hundred Dollars (\$500.00) for each occurrence of the failure by Operator to return to the Port all Maritime Area identification badges or keys for each terminated employee within 24 hours of such termination;
- 7.11. Five Hundred Dollars (\$500.00) for each instance of improper influence, as specified in Section 28 of the Agreement;
- 7.12. Two Hundred Fifty Dollars (\$250.00) for each failure of an employee of the Operator while on duty to fail to wear a uniform approved by the PFSO and be fully equipped with equipment approved by the PFSO, or for each failure of an employee on a shift to wear similar type uniforms approved by the PFSO;
- 7.13. Two Hundred Fifty Dollars (\$250.00) for having any unlicensed or untrained employee providing any of the Services;
- 7.14. Two Hundred Fifty Dollars (\$250.00) for each failure to remove an employee from the Services and the Premises pursuant to Section 9.2 of the Agreement; and
- 7.15. Two Hundred Fifty Dollars (\$250.00) for any breach of Operator's obligations under "DRUG AND SUBSTANCE ABUSE TESTING" on attached Exhibit E.

## EXHIBIT D

### OPERATIONS AND PROCEDURES MANUAL INFORMATION

As set forth in Section 8.1 of the Agreement, Operator shall provide an Operations and Procedures Manual ("Manual") to the PFSO for the Port's review and approval within thirty (30) days from the Commencement Date of the Agreement. Operation shall ensure the Manual provides basic guidance on policies, practices, and procedures covering all aspects of the management and operation of the Services, including but not limited to the standards of performance. This Manual shall be kept current by the Operator throughout the Agreement and shall be revised as approved by the PFSO. The Manual, including all revisions as approved by the PFSO, will be incorporated into and made a part of this Agreement, subject to the provisions of Section 8.1 of the Agreement.

The purpose of this Exhibit is to provide structured information to assist in the development of the Manual. However, this material is not all inclusive and shall not be construed to mean that the only topics included below need to be covered. The Manual shall provide all information needed or desired for employee education on their duties and responsibilities established or directed in writing by the PFSO, including, but not limited to following items:

- (1) Company creed; Operational overview;
- (2) Operational policies and procedures; Organizational chart;
- (3) Staffing chart;
- (4) Position descriptions;
- (5) Personnel training and policies not otherwise covered in the Training Manual;
- (6) Primary operating procedures;
- (7) Two-way radio operations and communication etiquette, including telephone and email communications;
- (8) Administrative reports;
- (9) Financial, Auditing and accounting procedures (when applicable);
- (10) Home office information;
- (11) Facility location;
- (12) Emergency procedures;
- (13) Other operating procedures.

In addition, the Manual shall specify the manner in which the Operator shall maintain full and adequate records in accordance with Port requirements to show the actual costs incurred by the Operator in the performance of the Agreement, including employee timecards and payroll receipts.

## REVISIONS TO THE MANUAL

The provisions of the Manual may be modified and revised as necessary to reflect changes in the operating environment. All Manual revisions shall be subject to the approval of the PFSO or the Designee, prior to incorporation into the Manual.

The PFSO or the Designee may propose and/or otherwise request a revision to the Manual, and shall initiate an intended revision by sending such intended revision to the Operator. The Port and Operator shall review such intended revision as needed to accurately reflect the change(s) to the operating environment. All revisions to the Manual shall be reviewed and signed by both the Port and the Operator. Each revision to the Operations Manual shall have a revision number and date.



**EXHIBIT E**  
**PERSONNEL**

**A. Staffing**

Operator Personnel shall include all of the following:

1. **PSOC Supervisor**. One (1) PSOC Supervisor, who shall be responsible for the majority of the administrative/managerial duties associated with day-to-day PSOC operations and oversight of all PSOC Staffing Services and Security Patrol Services, including all other Operator Personnel. PSOC Supervisor's duties shall include providing supervision of all other Operator Personnel, developing/coordinating watch and patrol schedules, developing and updating operating procedures, collection of necessary data to provide statistical reports, coordinating requisite training, and coordinating efforts with Port staff and system vendors, and other duties as assigned by the PFSO. The PSOC Supervisor must be on duty, in person at the PSOC, forty (40) hours per week, fifty-two (52) weeks per year (not including holidays, divided evenly Monday through Friday on the Day Shift. Reasonable, vacation time must be coordinated with the PFSO. The PSOC Supervisor must also be qualified as a PSOC Operations Technician and may be required to fill that role as necessary. The PSOC Supervisor reports directly to the PFSO with respect to all Services. As applicable, any union or otherwise required breaks should be staggered and self-coordinated during each shift.
2. **PSOC Operations Technician**. Operator Personnel shall include one (1) PSOC Operations Technician, per Shift (as defined in Exhibit A) working on-site and in person at the PSOC, to operate the PSOC (also known as the PSOC operator). The PSOC Operations Technician shall directly monitor and operate the Port's maritime security system and other technology within the PSOC.
3. **Guards**. Operator Personnel shall include two (2) guards (collectively "Guards"), in person, per Shift, performing assigned duties in coordination with the PFSO and the PSOC Operations Technician, and under direct supervision of the PSOC Supervisor. Guards are sometimes also referred to as Security Patrol or Patrol Staff.

Operator shall ensure no individual Operator Personnel performs more than twelve (12) hours of duty within any twenty-four (24) hour period. Any overtime charges incurred are at the sole expense of the Operator.

**B. Personnel Qualifications**

**1. General Qualifications**

All Operator Personnel providing any of the Services under this Agreement must, in addition to all other requirements contained in this Agreement, comply with the following:

- a. be able to distinguish all colors, and have vision correctable to 20/20;

b. speak, read and write in English, and comprehend sensitive security information and Port rules, regulations, and other communications and communicate effectively. Operator Personnel acting as representatives of the Port shall conduct themselves in a first-class, businesslike, efficient, courteous, accommodating and professional manner while performing duties on behalf of the Port. The Port retains the right to have any Operator Personnel removed for failure to meet Port standards for customer service and performance;

c. hold a valid driver's license. Upon execution of an agreement, Operator shall provide to the Port a copy of the completed DMV check on each Operator Personnel, upon request by the Port;

d. Operator and/or its employees shall not engage in the sale of any product or service, or the solicitation of such sale, within the Seaport;

e. All Operator Personnel must obtain and maintain a valid Transportation Worker Identification Credential (TWIC) prior to performing work under this Agreement. All costs associated with obtaining the TWIC shall be the responsibility of Operator. Information about the TWIC can be found at: <https://www.tsa.gov/for-industry/twic>;

## **2. PSOC Supervisor Minimum Qualifications**

The PSOC Supervisor, in addition to all other requirements contained in this Agreement, shall possess the following minimum qualifications:

a. The PSOC Supervisor must be able to demonstrate experience with positive references in actual performance during an identifiable crisis or emergency at a specific monitoring location.

b. Graduation from an accredited college with an Associate's Degree in computer technology, homeland security, or related field.

c. Three years of recent, full-time equivalent work experience involving monitoring a technology-based security system operation, military, police, fire, or intelligence organization, one year of which is in a supervisory capacity.

(i) The required experience must be in a leadership role, overseeing the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multisite complexes containing public facility and infrastructure.

(ii) The job tasks in that experience shall have included working in a multifunctional center that monitored other systems in addition to security such as fire, maintenance, Supervisory Control and Data Acquisition ("SCADA"), environmental, traffic management systems, or industrial processes.

d. Additional and verified relevant experience may be substituted for education requirement.

## **3. PSOC Operations Technician Minimum Qualifications**

The PSOC Operations Technician, in addition to all other requirements contained in this

Agreement, shall possess the following minimum qualifications:

- a. Graduation from an accredited college with an Associate's Degree in computer technology, homeland security, or related field.
- b. One year of recent, full-time equivalent work experience involving monitoring a technology-based security system operation, military, police, fire, or intelligence organization.
  - (i) The required experience must be in the monitoring of large, complex, high risk, vulnerable maritime, airport, or other complex security center such as those found in transportation, industrial, military, government centers, and/or multi-site complexes containing public facility and infrastructure.
  - (ii) The job tasks in that experience shall have included working in a multifunctional center that monitored other systems in addition to security such as fire, maintenance, Supervisory Control and Data Acquisition (SCADA), environmental, traffic management systems, or industrial processes.
- c. Additional and verified relevant experience may be substituted for education requirement.

#### **4. Guard Minimum Qualifications**

- (i) Guards shall be able to climb inside and bend under vehicles for vehicle inspections (example, construction dump trucks, etc.);
- (ii) Guards shall be able to work while exposed to outdoor elements such as, but not limited to, wind, rain, snow, and aircraft noise;
- (iii) Guards must be ambulatory and able to walk and stand without assistance for periods of time and maintain the ability to conduct patrols on foot as may be needed in certain areas of the Seaport or during certain operations.

## EXHIBIT F

### **TRAINING REQUIREMENTS AND TRAINING PROGRAM MANUAL INFORMATION**

The Operator will ensure that all Operator Personnel are fully trained for their duties. The Operator will establish a formal employee training program specific to the Services (“Training Program” or “Program”). The Program content shall be subject to review and approval by the Port and shall be documented by the Training Program Manual, as further described in Section 9.1 of this Agreement and herein in this Exhibit F. Operator will provide scheduled on-going training on a semi-annual basis to its employees in safety, on-the-job behavior requirements, conduct, operational rules, proper dress and employee attitude, public relations, driver safety and other operations and safety procedures.

### **TRAINING CERTIFICATES**

The Operator shall provide Training Certificates to the Port within thirty (30) days from the Commencement Date and semi-annually thereafter as set forth in Section 9.1 of this Agreement.

### **GENERAL TRAINING REQUIREMENTS**

The purpose of this Exhibit is to effectively and efficiently provide an outline of training areas to assist in the development of the Operator Personnel through the Training Program. However, this material is not all inclusive and shall not be construed to mean that the only task included below is to be covered. It will be the Operator's responsibility to certify to the Port completion of each training area. A copy of such certifications will be kept on file in the Port Security Operations Center (PSOC). In addition, the Operator shall provide on a semi-annual basis a report on the Training Program, including the status of each employee's training (i.e. Certificates). Failure to provide such reports shall result in the assessment of an Administrative Fee, as specified in Exhibit C.

Operator shall provide to the Port evidence all Operator Personnel are properly registered with the State of California and have received all State of California required security training prior to assignment to the Maritime Area in form and substance acceptable to the Port (“Prerequisite Training”).

The Training Program shall have its goal to train each Operator Personnel in the following general areas:

- (A) DUTIES AND FUNCTIONS OF A PSOC OPERATIONS TECHNICIAN AND SUPERVISOR;
- (B) DUTIES AND FUNCTIONS OF A GUARD;
- (C) OPERATIONAL PROCEDURES;
- (D) REPORT WRITING, INCIDENCE REPORTING;
- (E) PUBLIC RELATIONS;
- (F) AUTHORITY AND JURISDICTION OF LOCAL ENFORCEMENT AGENCIES;
- (G) CIVIL DISTURBANCE PROCEDURES;
- (H) SAFETY PROCEDURES;
- (I) TELEPHONE, EMAIL AND RADIO COMMUNICATIONS;
- (J) RESPONSE TO AND PRESERVATION OF CRIME SCENE.

## **SPECIFIC TRAINING REQUIREMENTS**

In addition to the Prerequisite Training, Operator shall ensure all Operator Personnel have completed U.S. Coast Guard approved training for "Personnel with Security Duties" in accordance with the Maritime Transportation Security Act (MTSA) and 33 CFR 105.210, and provide documentation of training completion, prior to any such Operator personnel being assigned to provide Services under this Agreement.

## **SPECIFIC TRAINING AREAS**

The following specific training areas should be covered by Operator under Operator's Training Program

- (A) HUMAN RESOURCES: OPERATOR SHALL ISSUE AND SHOW TO EACH OF ITSEMPLOYEES ASSIGNED TO THE MARITIME AREA THE FOLLOWING:
  - i. Employee Handbook;
  - ii. Drug Free Work Place Policy;
  - iii. Non Discrimination and Harassment Policy; and
  - iv. Orientation Film.
- (B) CONDUCT AND CUSTOMER SERVICE
  - i. Personal Appearance and Dress Requirements;
  - ii. Safety;
  - iii. Customer Service;
  - iv. Negotiation;
  - v. Non-resistance,
  - vi. Translations;
  - vii. Personality Types;
  - viii. Strategies;
  - ix. Dealing with angry people;
  - x. Empathy and sympathy;
  - xi. When Driver or Pedestrian Do Not Understand;
  - xii. Organization and Customer Service Expectations;
  - xiii. Interpersonal Relations;
  - xiv. Awareness of Self and Others; and
  - xv. Communication Process and Active Listening.
- (C) FIRST AID
- (D) RADIO PROCEDURES
  - i. Protocol;
  - ii. Phonetic Alphabet;
  - iii. Codes;
  - iv. Vocabulary;
  - v. Practical; and
  - vi. Brevity Codes: Brevity codes should be used only when communication with other safety and security personnel.
- (D) CONFLICT AND STRESS MANAGEMENT
- (E) PORT OPERATIONS ORIENTATION
  - i. Port and Marine Terminal Operations;
  - ii. Maritime Transportation Security Act;
  - iii. Port Security Awareness; and
  - iv. Security Information, Threat and Incident Reporting Procedures.

## ADMINISTRATIVE TRAINING

Administrative and supervisorial personal shall be trained and receive materials addressing the following areas:

- (A) ORGANIZATION
- (B) WRITTEN DIRECTIVES
- (C) RECORDS
- (D) CODE OF CONDUCT
- (E) ETHICS
- (F) DISCIPLINARY PROCEDURES
- (G) GRIEVANCES
- (H) APPEARANCE AND Demeanor
- (I) ISSUED EQUIPMENT
- (J) DEATH/NOTIFICATION
- (K) OFF DUTY EMPLOYMENT
- (L) ADDRESS AND TELEPHONE

**EXHIBIT G**  
**INSURANCE REQUIREMENTS**

**1. Commercial General Liability Insurance**

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$5,000,000 per occurrence; \$5,000,000 annual general aggregate; \$5,000,000 products and completed operations aggregate; \$5,000,000 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.
- Endorsements to include Assault & Battery coverage; Care, Custody & Control liability for property to be guarded; coverage for use of firearms, Security Errors & Omissions Liability (alternatively, Security Errors & Omissions Liability can be covered separately as described in Item 5 below - Professional Liability Insurance).
- 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.
- **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.
- Security Errors & Omissions Liability.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents, and employees.

#### 6. **Employee Dishonesty Bond**

- **Coverage:** Employee Dishonesty Bond.
- Limits: \$1,000,000 blanket limit covering all employees.
- Deductible/Self-Insured Retention: Not more than \$100,000 per occurrence unless otherwise disclosed to and approved by Port Risk Management.

Loss Payee: The City of Oakland, a municipal corporation, acting by the through its Board of Port Commissioners.

#### **Other Insurance Requirements:**

- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at Consultant's expense and Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.
- Please send certificates and other required insurance information to:
  - Port of Oakland
  - Attn: Risk Management Dept.
  - 530 Water Street
  - Oakland, CA 94607
  - Email: [risktransfer@portoakland.com](mailto:risktransfer@portoakland.com)



## EXHIBIT H

### FAA AIP GRANT-REQUIRED PROVISIONS

The following provisions are required in all Port contracts because of the Port's participation in the FAA Airport Improvement Program (AIP). Operator 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:** Operator is sometimes hereinafter referred to as "Contractor" and the Port is sometimes hereinafter referred to as "Sponsor". These provisions, as worded below, are required as a result of the AIP and may not be amended.

#### **A. General Civil Rights Provisions.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors 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. Non-Discrimination:** 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 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 Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, 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 Agreement until the Contractor complies; and/or
  - Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 1 through 5 above 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;
- 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 § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

**D. Fair Labor Standards Act.**

This Agreement incorporates by reference the provisions of 29 U.S.C. § 201, et seq (the Federal Fair Labor Standards Act or “FLSA”), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute and regulation. Consultant must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

**E. Occupational Safety and Health Act.**

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

**EXHIBIT I**  
**INDEMNIFICATION**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Operator 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 any person or any property (including the person or property of the Port or of Operator, its officers, employees, agents or invitees), 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 Operator, any subcontractor, or anyone directly or indirectly employed or controlled by Consultant or any subcontractor, who provide design professional services governed by California Civil Code Section 2782.8;
- (2) Arise out of, pertain to, or relate to any violation of any law, regulation, order, or permit, which directly or indirectly arises out of Operator's occupancy or use of the Premises or activities related thereto. In addition, Operator shall be responsible for the repair of any damage to existing Port facilities arising directly or indirectly out of Operator's use of the Premises; and
- (3) 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 Operator, any subcontractor, or anyone directly or indirectly employed or controlled by Operator or any subcontractor,
  - (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 described in the Services, if applicable), 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 Operator or any subcontractor.

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 subcontractors to agree to indemnities and insurance obligations in favor of Port and other Indemnitees in the exact form and substance of those contained in this Agreement.

**EXHIBIT J**

**INFORMATION REQUIRED TO COMPLY WITH CALIFORNIA LABOR CODE**  
**SECTION 2810**

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

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

## EXHIBIT K

### NON-DISCRIMINATION PLAN FOR EMPLOYMENT

#### **I. NON-DISCRIMINATION POLICY.**

Operator will issue a policy statement delineating the policy of Operator regarding its commitment to equal employment opportunity and non-discrimination, and such policy will be fully implemented. A statement similar to the following is recommended:

##### Equal Employment Opportunity Statement

It is the policy of Operator, personally subscribed to and supported by its principals, that there shall be no unlawful discrimination against an employee or applicant for employment on the basis 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. This policy includes, but is not limited to, the following: hiring, upgrading, recruitment, recruitment advertising, selection, training, demotion, transfer, compensation, lay-off or termination, or any other term or condition of employment. To implement this policy, Operator has a nondiscrimination program which is supported by all of Operator's managers and supervisors, and which Operator shall fully implement as appropriate during the Operating Term. To assure that equal opportunity and non-discrimination efforts are properly carried out, Operator at all times shall have an Equal Employment Coordinator; provided, however, that the principals of Operator shall be responsible for proper implementation of the Non-Discrimination Plan. Notwithstanding any provisions of this Plan to the contrary, Sections II-V of this Plan shall not become applicable unless and until Operator has 15 or more employees.

#### **II. RESPONSIBILITIES AND DUTIES OF EQUAL OPPORTUNITY COORDINATOR.**

In addition to the Equal Employment Opportunity Coordinator's regular duties, it is the Coordinator's responsibility to: (1) develop equal opportunity and non-discrimination procedures and communication techniques; (2) assist supervisors and managers in identifying and solving problems relating to equal opportunity; (3) maintain an open-door policy to all employment problems which may be raised by employees or applicants for employment; (4) design and implement a system of periodic monitoring and reporting Operator's equal opportunity efforts, including monitoring of selection procedures and regular review and validation of any selection requirements and tests which are found to impact adversely on any person belonging to any of the protected classes; (5) keep informed, and keep Senior Management informed, on equal opportunity developments; (6) act as a liaison with equal opportunity agencies; (7) ensure that all managers and supervisors comply with this policy and implement Operator's non-discrimination program; (8) train employees, including supervisory and management personnel, to create a favorable climate for an effective equal opportunity program; (9) ensure that all of Operator's facilities are desegregated; (10) conduct a periodic audit to ensure notices are properly displayed; (11) review the qualifications of all employees to ensure that all employees are given full opportunity for promotions or transfer; (12) encourage employees including to participate in all company-sponsored social and recreational events, educational and training programs; (13) communicate to supervisors that their performance is being evaluated on their equal employment opportunity and non-discrimination efforts and results as well as other criteria; (14) ensure that supervisors take action to prevent discriminatory harassment of employees.

### **III. COMMUNICATION OF POLICY.**

Operator is desirous of ensuring that all employees and other persons are fully informed of its commitment to equal opportunity. Accordingly, Operator will undertake the following steps to disseminate the policy both internally and externally:

#### **Internal Dissemination**

- A. Operator's Equal Employment Opportunity/ Non-Discrimination Policy shall be contained in Operator's policy guide books or employee handbook, whichever may exist.
- B. Operator shall publicize at least once each year its EEO Policy in newsletters and/or magazines which are intended for the general reading of management and employees.
- C. A policy statement and Federally-required Equal Employment Opportunity notice will be posted on Operator's bulletin boards in areas where employees or applicants congregate.
- D. Operator shall communicate to all employees its EEO Policy and program through regular meetings during which managers and supervisors will discuss Operator's EEO policies and programs, individual responsibilities and review progress.
- E. Applications for employment shall include a statement regarding non-discrimination.

#### **External Dissemination**

- A. Recruiting services through which Operator hires, and each labor union or workers' representative with which it has a collective bargaining agreement or other employment-related contract, shall be informed through meetings or by written notification of Operator's policies regarding equal opportunity. Operator will encourage the above actively to recruit and refer diverse applicants.
- B. All advertisements for employment will state that Operator is an equal opportunity employer.
- C. When employees are featured in marketing campaigns, employee handbooks or similar publications under Operator's control, diverse employees will be pictured where practicable.
- D. An Equal Opportunity Clause will be inserted by Operator in all future labor union agreements, purchase orders and all other contracts relative to this Agreement.

Operator's non-discrimination plan compliance will be updated and revised periodically (at least annually) in light of experience, revised laws and regulations and their interpretations, and better understanding of effective approaches which will assure truly equal opportunity for all. The initial set of goals and timetables established pursuant to this Plan shall be forwarded to the Executive Director within 90 days after Operator's execution of the Agreement. Each updated plan will be forwarded to the Executive Director within 30 days after their adoption. Each updated plan shall be consistent with the goals and objectives of this Plan.

Any questions relating to details of this Plan should be referred to Operator's Equal Employment Opportunity Coordinator.

## **EXHIBIT L**

### **GUARANTY**

**WHEREAS**, the City of Oakland, a municipal corporation doing business by and through its Board of Port Commissioners, hereafter referred to as "Port", and \_\_\_\_\_ hereafter referred to as "Operator", are about to execute a document entitled Port Security Operations Center Staffing and Security Patrol Services Agreement (Maritime) (the "Agreement") dated \_\_\_\_\_, 202\_\_\_\_, under which Operator will provide professional management and operation of the Port's Security Operations Center ("PSOC") and provide related unarmed security and patrol services in the area under the jurisdiction of the Port, commonly referred to as the Maritime Area or the Seaport; and

**WHEREAS**, the undersigned, hereinafter referred to as "Guarantors", have a financial interest in and/or will receive benefit from Operator, and

**WHEREAS**, Port would not execute the Agreement if Guarantors did not execute and deliver to Port this Guaranty.

**NOW THEREFORE**, for and in consideration of the execution of the Agreement by Port and as a material inducement to Port to execute said Agreement, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Operator of all sums payable by Operator under the Agreement and the faithful and prompt performance by Operator of each and every one of the terms, conditions and covenants of the Agreement to be kept and performed by Operator that arise during the Operating Term of the Agreement.

It is specifically agreed and understood that the terms of the Agreement may be altered, affected, modified, waived or changed by agreement between Port and Operator, including, without limitation, the amount of the Total Compensation, the Operating Term of the Agreement and the location of the Premises, and the Agreement may be assigned by Port or any assignee of Port without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter continue to guarantee the performance of the Agreement as so changed, modified, affected, altered or assigned, irrespective of the lack of prior notice to or consent by Guarantors.

In the event the Agreement is renewed and/or extended by the Port, this Guaranty shall also apply to the Agreement as so extended or renewed, notwithstanding any changes in the provisions thereof, with the same effect as if this Guaranty had been executed by the undersigned with reference to the renewed or extended Agreement at the time of said renewal or extension.

This Guaranty shall not be released, modified or affected by failure or delay on the part of Port to enforce any of the rights or remedies of the Port under the Agreement, whether pursuant to the terms thereof or at law or in equity.

No notice of occurrence, existence or continuance of any failure of performance or payment under the Agreement, or any other event of default or default by Operator under the Agreement need be given to Guarantors. It is specifically agreed and understood that the guarantee of the undersigned is a continuing guarantee under which Port may proceed forthwith and immediately against Operator or against one or more of the Guarantors following any breach or default by Operator or



for the enforcement of any rights which Port may have as against Operator pursuant to or under the terms of the Agreement or at law or in equity.

Port shall have the right to proceed against any of the Guarantors hereunder following any breach or default by Operator without first proceeding against Operator or any of the remaining Guarantors and without previous notice to or demand upon either Operator or Guarantors. Each Guarantor further assents, without the requirement or condition that notice of any kind or nature be given to such Guarantor on account thereof, to (a) any failure to resort to or exhaust other rights, powers or remedies on the part of Port; (b) the acceptance by Port of (i) any prepayments or partial payments under the Agreement and (ii) any payment in full satisfaction of less than all of the amount due under the Agreement.

Guarantors, and each of them, hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, diligence, presentation and protest, including, without limitation, of claims with a court in the event of receivership or bankruptcy of Operator, (c) notice of the reliance of Port upon this Guaranty; (d) any right to require the Port to proceed against Operator or any other Guarantor or any other person or entity liable to Port, (e) any right to require Port to apply to any default any security deposit or other security it may hold under the Agreement, (f) any right to require Port to proceed under any other remedy Port may have before proceeding against Guarantors, (g) any right of subrogation, reimbursement, indemnification, and contribution, and (h) any other rights and defenses that are or may become available to Guarantors by reason of sections 2787 to 2855 of the California Civil Code. In addition, Guarantor agrees that the performance of any act or payment that tolls the statute of limitations applicable to the Agreement shall similarly operate to toll the statute of limitations applicable to Guarantors' liability hereunder.

Guarantors do hereby subrogate all existing or future indebtedness or other obligations of Operator to Guarantors to the obligations owed to Port under the Agreement and this Guaranty.

Each of the undersigned Guarantors that is a natural person represents and warrants to the Port either that: (a) he or she is currently unmarried, and covenants that if he or she marries, (i) recourse may be had against his or her separate property for all of such Guarantor's obligations under this Guaranty, and (ii) his or her spouse shall become a party to this Guaranty so that recourse may be had against such spouse's separate property and to their community property for all of such Guarantor's obligations under this Guaranty; or (b) he or she is currently married, and his or her spouse has executed this Guaranty as a Guarantor.

The Guarantors agree to provide financial and other information about the Guarantors to the Port to the same extent that Operator is obligated to provide such information under Section 23(f) of the Agreement.

This Guaranty and the liability of Guarantors hereunder shall not be subject to or contingent upon (a) the genuineness, validity, regularity or enforceability of the Agreement, or (b) any law, ordinance, rule, regulation, writ, order or decree now or hereafter in effect which might in any manner affect Operator's obligations under the Agreement or any rights, powers or remedies of Port in respect thereof, or cause or permit to be invoked any alteration of time, amount or manner of payment or performance of any obligation of Operator under the Agreement. Further, this Guaranty shall not be deemed discharged, impaired or affected by (x) the power or authority of

Operator to enter into or to obtain the Agreement; (y) any subcontracting or assignment by Operator of its interest in the Agreement; or (z) the existence or non-existence of Operator as a legal entity.

All of the rights, powers and remedies of Port under the Agreement and this Guaranty are intended to be distinct, separate and cumulative, and none of such rights, powers and remedies therein and herein contained is intended to be exclusive of or a waiver of any other right, power or remedy therein or herein contained.

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California. Each provision hereof is intended to be severable. If any clause, phrase, provision or portion of this Guaranty or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining clauses, phrases, provisions and portions of this Guaranty shall not be affected or impaired thereby, but each remaining clause, phrase, provision and portion shall be valid and be enforceable to the fullest extent permitted by law.

The term "Operator" whenever used in this Guaranty refers to and means the Operator named in the Agreement and also to any successor to the interests of Operator authorized pursuant to the terms of the Agreement.

This Guaranty shall be binding on the Guarantors and their respective heirs, executors, personal representatives, successors and assigns.

In the event any action is brought by the Port against Guarantors or any of them to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee which shall be fixed by the court.

**IN WITNESS WHEREOF**, each Guarantor hereby executes this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_



**PORT OF OAKLAND**

**Information Required to Comply with  
California Labor Code Section 2810**

**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security  
Patrol Services**

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

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



**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

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

**I. PURPOSE**

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

**II. DEFINITIONS**

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

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

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

### III. REQUIREMENT TO KEEP LABOR PEACE AND PREVENT LABOR INTERRUPTIONS

(A) **Operator Duties**

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

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

- a. the Operator has attempted to reach a Labor Peace Agreement with the subject Labor Organization; and
- b. the Labor Organization has (i) refused to negotiate to reach a Labor Peace Agreement, or (ii) placed condition(s) on the Labor Peace Agreement that are arbitrary and capricious.

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

**(B) Port Duties**

- (1) The Port shall include in any Operational Services Agreement a provision requiring the Operator to abide by the requirements imposed under Section III(A) of this Rule as a condition of entering into any Operational Services Agreement.
- (2) All Requests for Proposals for an Operational Services Agreement shall include a reference to the requirements of this Rule. Failure to include such reference to this Rule in any such Request for Proposal shall not exempt any Operator otherwise subject to the requirements of this Rule.
- (3) The Port shall not enter into any Operational Services Agreement without finding that: (a) the Operator has entered into a Labor Peace Agreement with all Labor Organizations that, to the actual knowledge of the Executive Director, has requested in writing a Labor Peace Agreement with the Operator; (b) the Operator is excused from compliance pursuant to Section III(A)(4) above; or (c) that any exemption from this Rule as set forth in Section III(D), below, applies.
- (4) The Department Director shall grant exemptions from this Rule as set forth in Section III(D), below.

**(C) Labor Organization Duties**

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

**(D) Exemptions**

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

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

**IV. ENFORCEMENT**

- (A) The Department Director or his/her designee shall investigate complaints alleging that this Rule has been violated, and shall take any action necessary to enforce compliance, including referring such violation to the Port Attorney for civil or other action.
- (B) In addition to any other remedies available to the Port, the Port may terminate the Operational Services Agreement upon thirty (30) days' notice to the Operator to cure its breach where the Operator has failed to: (1) enter into a Labor Peace Agreement as required by this Rule; or (2) include in applicable agreements the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.

- (C) Where an Operator has failed to prevent a Labor Disruption that is directly or indirectly caused by the Operator's violation of this Rule or breach of its obligations under the Operational Services Agreement, or by its violation of laws or of rules and regulations of the Port, the Port may consider the Operator in breach of the Operational Services Agreement, provide such services through means or person other than the breaching Operator, and terminate the Operational Services Agreement after thirty (30) days of any notice to the Operator to cure its breach and such breach has not been cured.
- (D) Any challenge to the applicability of this Rule to a particular Operator or Labor Organization shall be brought to the Board only after first seeking an exemption from the Department Director as provided for in this Rule. Any such challenge must be commenced with the Board in writing within 15 days after notification that such exemption has been denied by the Department Director.

## **V. CONSTRUCTION**

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

## **VI. EFFECTIVE DATE**

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

## **VII. SEVERABILITY**

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





**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



**RFP No.: 22-23/18 Port Security Operations Center Staffing and Security Patrol Services**

**SEAPORT FACILITIES**

