

REQUEST FOR PROPOSAL

for

**Security Services at Middle Harbor
Shoreline and Port View Parks
"Maritime Park Area"**

23-24/26



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

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

Proposal Information

Proposal Title	Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"
Proposal Type	General Services
Proposal Number	23-24/26
Proposal Issued	March 8, 2024
Department Requesting Services	Social Responsibility Division (SRD)
Pre-proposal Meeting	None
Scheduled Publication Date	March 8, 2024
Proposal Due Date and Time	March 27, 2024 until 11:00 a.m.

Instructions for Submitting Proposals

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

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Physical	Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1104
Website	http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/ , then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP.

Questions about the Proposal

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

Primary Contact	Michael De Leon Email: mdeleon@portoakland.com
Question/RFI Due Date	March 15, 2024 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	March 20, 2024 All pertinent questions will be responded to via addendum emailed to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

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

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

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

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

John Banisadr,
Port Purchasing Manager

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Attachments:

Title		Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Worksheet	Yes
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required prior to entering into contract with the Port of Oakland)

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

I. Project Overview

The Port of Oakland, Maritime Division (Port) is soliciting proposals from Contractors qualified to provide unarmed security services to Middle Harbor Shoreline Park and Port View Park (collectively referred to as "Maritime Park Area"), twenty-four (24) hours per day, seven (7) days per week (including holidays). The Contractor will be subject to the City of Oakland's Park Ordinances. Proposing Contractors should carefully review the requirements of this Request for Proposal (RFP) to ensure that they meet all of the stated requirements.

Maritime Park Area is located at 2777 Middle Harbor Road, Oakland, CA 94607, in the Port's maritime seaport. **Attachment 14** shows the location of Maritime Park Area within the seaport and the layout. It consists of 38 acres of shoreline park space built and operated by the Port for general public use and includes more than two miles of pathways encircling Middle Harbor Basin. The planning and design of the Maritime Park Area was done with extensive community involvement, which identified key goals for the parks. Primary goals included creation of a place for learning about the local history, natural environment, maritime activities and stewardship for the environment. In addition, the Maritime Park Area provides unprecedented access to the shoreline, with associated views of the bay, natural habitats and maritime activity.

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

The Port will select a Contractor to provide unarmed security services to the MHSP. The selected Contractor will work with Port staff to provide the scope of services described below. Interested Contractors should tour the MHSP to familiarize themselves with the park.

A. General Requirements, Hours of Operations, Staffing and Uniforms

See Port's Standard Services Agreement (**Attachment 10**) for complete provisions regarding general requirements, hours of operations, staffing and uniforms. However, such provisions include all of the following:

1. California State Private Patrol Operator License Certificate: Contractors responding to this RFP and providing this service shall be licensed with the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services.

Current Guard Licenses: All guards shall be licensed with the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. Basic Security Services (as defined in Section II, B below) shall be 24 hours per day, seven (7) days a week, including holidays. A guard must be on-site at all times. The Port anticipates three (3) 8-hour shifts with one (1) guard 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 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.

3. Guards shall have at least three (3) years of experience providing security services consistent with those required under this RFP.
4. The Contractor shall make available a Supervisor who will manage assigned guards and act as liaison to the Port at all times. Supervisors must have at least five (5) years of experience managing or supervising security guard operations with eight or more employees on a multi-shift operation. Supervisors shall be on duty 365 days a year, 24 hours per day, 7 days per week (including holidays), and be available for immediate consultation with Port and guard staff as needed.
5. Project Manager: The Contractor shall assign a Project Manager who will be responsible for communicating with Park Manager or designee regarding contractual issues, planning, invoicing, technical support, reporting and all other related matters associated with ensuring that security services continue properly pursuant to the contract.
6. Guard uniforms: pants are typically black, blue, khaki, tan, brown and/or green in color; Shirts and jackets shall conform to American National Standards Institute (ANSI) standards. All uniforms must be approved by the Port.
7. In addition to the Basic Security Services indicated above, the Port may need additional guards for special events scheduled at Maritime Park Area. The security services for any special events are as-needed and would be issued under a task order and paid at the same hourly rate quoted for the Basic Security Services. The Port may also need additional guard staff for emergency assignments, as further described in Section B below.

B. Basic Security Services

See Port's Standard Services Agreement (**Attachment 10**) for complete provisions regarding the security services to be provided. However, Basic Security include all of the following:

1. Patrol the entire Maritime Park Area, including over two miles of pathways that encircle the Middle Harbor Basin, throughout the day and evening shifts.
2. Unlock/lock all building/structures, including gates and restrooms, each morning before opening and evening before closing. Security guards are also responsible to unlock/lock and operate the Rail Tower wheel lift for disabled guests, as needed.
3. Raise and lower the American Flag(s) (weather permitting) daily.
4. The Port will provide a modular office trailer in which equipment can be installed. The trailer is approximately 60 ft. x 12 ft. and is shared with maintenance staff for the MHSP. The Port reserves the right to require Contractor to execute a separate license agreement or short-term space assignment, in a form acceptable to the Port, that governs Contractor's use of the modular office trailer.
5. Establish and maintain communication on behalf of the Port, including (for example) contacting the Oakland Police Department in the event of an incident or suspicious activity.
6. Work with the public and maintain a professional and courteous demeanor. Have the ability to answer questions about Maritime Park Area and interact with the public as needed.
7. Operator shall address each customer complaint regarding the Maritime Park Area within five (5) working days of receipt by the Contractor of the notice of such complaint.
8. In addition to the Basic Security Services and special event security services as set forth in Section II(A) (General Requirements, Hours of Operations, Staffing and Uniforms) above, Contractor shall provide up to four (4) security guards for emergency assignments within four (4) hours' notice, as requested and directed by the Port. The security services for any

emergency assignments are as-needed and would be issued under a task order and paid at the same hourly rate quoted for the Basic Security Services.

9. Contractor shall provide other basic security services as directed by the Port in writing, including but not limited to monitoring of Port-provided security cameras, surveillance equipment or other Port-provided security software which may be provided in the future.

C. Operations Reports

See Port's Standard Services Agreement (**Attachment 10**) for complete provisions regarding operations reporting requirements. However, such provisions include all of the following:

1. Port staff will meet monthly with the Contractor to discuss operations reports and all other issues related to the fulfillment of the Scope of Services.
2. The Contractor shall provide Monthly and Annual Operations Reports, which shall include, at a minimum:
 - a) employee daily operation reports
 - b) daily shift reconciliation
 - c) employee work schedule and employee rosters, including all new hires and terminations
 - d) monthly employee payroll reports
 - e) monthly report of employees with active Guard Cards
 - f) annual report of major incidents that occurred or were responded to by the Contractor since the commencement date or since the prior reporting date and any staffing issues or any other matter that the Contractor would like to bring to the Port's attention
 - g) employee training
 - h) evaluation of supervisors (annual)
 - i) any other information concerning the management and safety of the MHSP
3. 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.
4. The Port reserves the right to modify the report format and/or frequency at any time.

D. Operations and Procedures Manual

The selected Contractor will provide the Port with an Operations and Procedures Manual. This Manual should describe the Contractor's basic policies, practices, standard of performance and procedures covering all aspects of the management and operation of their services, as further described in the Port's Standard Services Agreement.

E. Other Requirements

The Contractor should also refer to the Port's Standard Services Agreement (**Attachment 10**) to this RFP, which more fully sets for the other requirements. Other requirements include, but are not limited to the following:

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. All guards 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.
3. In the event a security officer is unable to perform his/her duties during a shift due to illness, injury, or other reasons, the Contractor shall provide a replacement officer within one (1) hour from the time the post is vacated.
4. The Contractor shall verify 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 1-9 OBM No. 1615-0047, or any revised version).
5. Upon execution of an agreement, the Contractor will provide a list of the names and duty hours of each employee assigned to the Port.
6. Any guard assigned to driving responsibilities 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 prior to start-up of assignment and annually on any guard assigned driving duties.
7. Upon execution of an agreement, the Contractor shall perform background checks of at least five (5) 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.
8. Guard personnel shall be recruited, selected and assigned to ensure dependable, efficient, courteous and pro-active service to the Port.
9. 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.
10. Guards shall be able to speak, read, and write and comprehend instructions in English, and to comprehend and implement, as needed, sensitive security information.
11. Guards must be able to work while exposed to outdoor elements, including but not limited to wind and rain, and be able to climb and bend for various inspections.
12. The Contractor is responsible for the professional and courteous control, conduct, demeanor, and appearance of its guards, agents and employees.
13. 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.
14. Failure to maintain the Port Premises or Equipment will be subject to an Administrative Fee for each occurrence.
15. Failure to maintain a drug-free workplace. Operator, at its own expense, shall institute a mandatory, random drug and substance abuse testing program for all personnel assigned to provide services.

F. Port Holiday Schedule

The Contractor is required to fulfill the Scope of Services every day of the year, including State and Federal holidays. The Port observes thirteen (13) holidays per year, as listed below.

New Year's Day, January 1
Martin Luther King, Jr. Day, third Monday in January
Lincoln's Birthday, February 12
President's Day, third Monday in February
Memorial Day, last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, first Monday in September
California Admissions Day, September 9
Veterans Day, November 11
Thanksgiving, 4th Thursday in November
Day after Thanksgiving, Friday after Thanksgiving
Christmas Day, December 25

On Port holidays, Port staff will be available only through emergency contact information provided to the Contractor.

G. Term of Service

The term of service will be for two (2) years starting July 1, 2024, and ending June 30, 2026. At the Port's sole discretion, the term may be extended by the Port for one (1) additional year for a maximum term of three years.

III. Port Policy and Other Requirements

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

1. Non-Discrimination and Small Local Business Utilization Policy (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 (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy Program Affidavit" (**Attachment 6**) with their proposals
- Preference points 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 (Respondents) must be either certified by the proposal due date or may apply online at: <http://srd.portfoakland.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.portfoakland.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.portfoakland.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 (Respondents) 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 Kamal Hubbard, Contract Compliance Officer, (510) 627-1162, at the Port's Social Responsibility Division

2. Insurance Requirements:

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in **Attachment 10**, and must provide proof of insurance at the time of project award. Respondents must include a statement (**Attachment 9**) with their proposal agreeing to the Port's insurance requirements and indicate they will be able to obtain the proper insurances at the time of project award.

3. Security Sensitive Information:

By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of Sensitive Security Sensitive Information as described in Title 49 of the Code of Federal Regulations, Parts 15 and 1520 ("SSI"). SSI is subject to Port of Oakland regulation and Federal law. The selected Consultant/Contractor will be required to comply strictly with the Port of Oakland's policies and practices for sensitive information. Respondent further acknowledges that the selected Consultant/Contractor will need to ensure that each of its staff executes a Nondisclosure Agreement, in a form of which is acceptable to the Port and provided to Operator before the commencement date of any agreement resulting from this Request for Proposal and associated award.

4. Living Wage Policy:

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

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

5. Port's Standard Services Agreement:

Submission of a proposal will confirm that the Respondent fully understands and agrees with the provisions of the Port's Standard Services Agreement (**Attachment 10** which will be revised only as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Standard Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.

6. California Labor Code Section 2810 (Requirements for contracts for Construction, Farm Labor, Garment, Janitorial, Security Guard, or Warehouse Services.)

Respondent 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 11**, which must be completed and submitted with your proposal.)

7. Labor Peace Rule for Certain Operational Services:

Respondent must comply with the Labor Peace Rule for Certain Operational Services (Labor Peace Rule) set forth in Port of Oakland Administrative Code Chapter 11.03 and in (**Attachment 12**), as such ordinance may be amended or superseded. The Labor Peace Rule requires, among other things, the successful Respondent to enter into a Labor Peace Agreement within thirty (30) days of a request by any Labor Organization. In summary, a Labor Peace Agreement is a written agreement with a Labor Organization, its members, and any employees represented by the Labor Organization from engaging in Labor Disruptions relating to the services provided to the Port under the agreement for Services. Respondent must review the Labor Peace Rule and complete and submit the Statement of Adherence to Labor Peace Rule (**Attachment 13**) with the proposal.

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

IV. Submission Requirements

The Port is not scheduling a Mandatory Pre-proposal meeting. All suppliers are welcome to visit the Maritime Park Area location at their convenience prior to submitting a proposal.

Please respond to the following **9 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 9, 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:

Please responses may not be longer than 16 pages (one sided or 8 pages double sided, excluding attachments requested by this RFP), printed on 8 1/2" x 11" paper and formatted in no smaller than 10 point font. Your submittal should be in a PDF format and must be submitted electronically through Liquid Files. Once downloaded and printed by the Port, submittals must be able to fit into a 9 x 11.5-inch folder.

Note: A brief cover letter and/or resume (no more than 1 single-sided page) will not count against the page limit. The 16-page limit only apply to the following Submission Requirements, Submittal Format: 1, 2, 3, 4, 5, 6, 7, and 8.

1. **Company Information:** Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone number, 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 Minimum Qualifications listed in the section **V. Evaluation Criteria** (below) of this RFP. If your company is making any exceptions to the Port's Standard Services Agreement (**Attachment 10**) and/or this RFP, they must be clearly set forth in your proposal and noted in 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 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. **Response Time and Plans:** Supplier shall provide up to four (4) security guards for emergency assignments within four (4) hours' notice. Provide your response time to Emergencies and your plan to address these emergencies.
5. **Plan and Approach:** Provide an overview describing the general approach, scope of services, and methodology of your company's ability to fulfill the general functions required in this RFP. Please use this section to describe the services you propose to provide to the Port. Your services can be above and beyond the requirements listed in the "Scope of Service" section.
6. **Proposed Costs:** The cost proposal must respond to following:
 - a) The Port intends to pay the Contractor for all services required under the agreement based on a single all-inclusive hourly rate that will encompass all of the Contractor's labor costs, health benefits, uniforms, equipment, training, administration, management, profit, and any other factors necessary to perform work specified in this RFP (see the Proposal Cost Worksheet provided as **Attachment 4**). Provide your cost for the proposal on the Proposal Worksheet and attach a proposed fee schedule if necessary. The Port's Standard Services Agreement (**Attachment 10**) sets forth additional provisions regarding compensation.
 - b) Each Contractor must also complete and submit the "Information Required to Comply with California Labor Code Section 2810" (**Attachment 11**), which shall be incorporated into and be a part of the Port's Standard Services Agreement. The Contractor must demonstrate that the costs, including compensation to the guard employees will assure the Port's compliance with California Labor Code section 2810. Section 2810 prohibits agencies from entering into security guard agreements where such agreements do not adequately provide for the Contractor to pay its employees.
 - c) The cost proposal must indicate whether City of Oakland Living Wage rates will be applicable, and whether the cost proposal includes the funds sufficient to pay the minimum wage and other provisions of the proposal. If your proposal does not include sufficient funds to comply with the City of Oakland's minimum wage law, your cost proposal will be considered out of compliance and evaluated accordingly.
7. **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.

8. **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.
9. **Required Forms and Adherence to Port Policy and Other Requirements:** The Respondent must fill out all of the forms included in this RFP (listed under the "Attachments" section and marked with a "Yes" in the column titled "Must Be Returned with Proposal"), and return them with your proposal. By returning the listed forms, your company is supporting and agreeing to the Port Policy and Other Requirements (listed in Section III, "Port Policy and Other Requirements" of this RFP). Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

V. Evaluation Criteria

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

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

A. Evaluation Weights

Item	Criteria	Weights
	<u>Adherence to Port Policy and Other Requirements and Debarment Statement</u> Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 7 and 9 of the Submission Requirements section.)	Pass/Fail
	<u>Minimum Qualifications</u> California State Private Patrol Operator License Certificate: Respondent must be licensed with the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services. Guards shall have at least three (3) years of experience providing security services. Proof of Current Guard Licenses: Respondent's guards must be licensed with the State of California, through the Department of Consumer Affairs, Bureau of Security and Investigative Services.	Pass/Fail
1	<u>Company Information, Client References, Litigation and Other Information, and Required Forms</u> Respondent's capacity to provide professional services as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 8, and 9 of the Submission Requirements section.)	15%
2	<u>Knowledge and Experience</u> Respondent's knowledge and experience in providing Security Services as evidenced from your response to item 2 of Submission Requirements section.	15%
3	<u>Response Time and Plans and Plan and Approach</u> As evidenced from your response time and plans and plan and approach. (Items 4 and 5 of the Submission Requirements section.)	30%
4	<u>Proposed Costs</u> As evidenced from your response to item 6 of the Submission Requirements section, and as provided on the Proposal Worksheet.	25%
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 (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions

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

A. Port's Legal Name and Jurisdiction

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

B. Ownership of Proposal

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

C. Deadline for Receipt of Proposal

Proposals must be delivered to the "Electronic Delivery Address" via Liquid Files listed in the Request for Proposal (RFP) no later than the date and time specified in the RFP. When you upload your Proposal to Liquid Files, you will receive a copy of the email that Liquid Files generates to the buyer with your proposal. There may be a slight delay in when Liquid Files emails your Proposal to the Port, so please ensure you have uploaded your Proposal with sufficient time to allow Liquid Files to generate an email to the Port. The Port will use the date and time stamp on the email document that is generated from Liquid Files as proof of timely delivery. (Please note: The Port may not actually download your proposal until after the date and time for delivery has passed.) Proposals received after the date and time specified in the RFP will not be downloaded by the Port.

D. Public Records Act

Under the California Public Records Act (Gov. Code § 7920.000 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process.

If Respondent believes portions of its proposal contain trade secrets or proprietary financial information that should be exempt from disclosure under the Public Records Act, **Respondent shall submit a separate copy of its entire proposal with the protected material**

redacted with black boxes, with each redaction specifically marked as "CONFIDENTIAL". Such separate copy shall not constitute the proposal, but shall be used, if needed and appropriate, in response to an applicable Public Records Act request. If Respondent does not submit such a separate redacted proposal, Respondent shall be deemed as not claiming that any portion of its proposal contains trade secrets or proprietary financial information.

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

E. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Port's Standard Services Agreement. See Port's Standard Services Agreement (**Attachment 10**).

F. Reimbursable Expenses

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

G. Port's Right to Modify

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

H. Conflicts of Interest

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

I. Cost of Preparing a Response

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

J. Compliance with Law

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

K. Respondent's Relationship

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

L. Proposal Considerations and Legal Proceeding Waiver

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

M. False Statements

False statements in a proposal will disqualify the proposal.

N. Taxes

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

O. Grade of Service

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

P. The Respondent's Liability

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

Q. Amendments

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

R. Withdrawal or Modification of Offers

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

S. Acceptance

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

T. Representations

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

U. Award Consideration and Length of Contract

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

The Port will award a two (2) year contract (if any) and will have the option to issue one (1) one-year extensions not to exceed a total period of three (3) years (at the costs quoted in this proposal).

V. Contract Termination

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

W. Protest Procedures

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

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

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



**RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View
Parks "Maritime Park Area"**

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

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

Executed this _____ day of _____, 202__, at
_____, _____

Signature

Authority: Public Contract Code 7106

CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

**RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View
Parks "Maritime Park Area"**

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

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

Signature

Print Name

Title

Date



RFP Acknowledgement and Signature Form

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

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

Addendum Acknowledgement:

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

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink (or valid electronic signature) by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. Respondent agrees to the form of Port's Standard Services Agreement (**Attachment 10**) and agrees not to propose any contractual terms that conflict with such form, unless it specifies any exceptions in its Proposal.
4. Respondent is registered to do business in the State of California, or if not, will obtain such registration prior to entering into an agreement with the Port for this RFP.
5. I understand my Proposal and all related documents may be released in their entirety in response to a request under the California Public Records Act, subject to any separate copy I submit in accordance with Section VI.D of this RFP.
6. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Mobile: _____

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

Federal Tax Identification
Number: _____

Authorized Signature: _____ Date: _____



RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

The Port intends to pay the Contractor for all services required under the agreement based on a single all-inclusive hourly rate that comprises all of the Contractor's labor costs, health benefits, uniforms, equipment, training, administration, management fees, profit, and any other factors necessary to perform work specified in this RFP, for all operational days including holidays. Contractors should carefully consider this as they develop their rates for this Proposal Cost Worksheet. The Port is requesting the Contractor to submit the cost for one year only (additional sheets can be added if needed). Years two and three will be per the the Port's Standard Services Agreement (**Attachment 10**).

Cost Factor/Description	Cost to Port/Hour
A. Unarmed Security Guard Rate	\$
B. Health Benefits	\$
C. Uniforms	\$
D. Equipment	\$
E. Training	\$
F. Administration	\$
G. Management (include all supervisor labor costs here)	\$
H. Profit	\$
I. Other (Proposer to identify factor as applicable)	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Total --All-Inclusive Hourly Rate (Items A through I)	\$

ESTIMATED ANNUAL COST

Total Cost of Agreement for Year 1

\$ _____

(=Total All Inclusive Hourly Rate x 24 hours x **365** days) *

* A year consists of 365 days.

Authorized Contractor Representative: _____ Title: _____

Contractor Name: _____

Authorized Signature: _____ Date: _____



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.

A failure of the Respondent to provide the LIA/LBA/NDSLBP forms may result in a forfeiture of NDSLBP preference points. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

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

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

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

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

Chart for Submitting Data for Calculation of Preference Points

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

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

Notes:

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



(Use additional paper if necessary)

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

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

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No___
(B) Do any team members currently use local students as interns in their work? Yes___ No___
(C) Have any team members used local students as interns in past work? Yes___ No___
(D) If planning to use interns on this project, how will you utilize them?

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

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



Monthly Utilization of Local and Small Business Enterprises

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

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

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

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

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

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

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

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

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

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

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

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

COMMENTS:



Final Utilization of Local and Small Business Enterprises

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

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

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

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

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

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

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

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

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

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

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

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

COMMENTS:



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

**RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View
Parks "Maritime Park Area"**

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

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

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

Signature

Print Name

Title

Date



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

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2023, \$19.44 without health benefits or \$16.93 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$2.51 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at <https://www.elationsys.com/app/Registration/> by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

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



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

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

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

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

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

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

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

Submit Completed Checklist To:

Kamal Hubbard

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1162

Email: khubbard@portoakland.com



**Certificate of Compliance –
Living Wage**

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

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

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

Please check the appropriate box and sign below

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

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

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

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

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



PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

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

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

Signature

Print Name

Title

Date



PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in this in the Port's Standard Services Agreement (**Attachment 10**) attached to this Request for Proposal and Respondent will be able to evidence such insurance when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

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

Signature

Print Name

Title

Date

ATTACHMENT 10

**SECURITY PATROL SERVICES AGREEMENT
FOR MARITIME PARK AREA
("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, 2024

(CONTRACT NO. _____)

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A	SCOPE OF SERVICES AND REQUIREMENTS
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C	ADMINISTRATIVE FEES
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J	INFORMATION REQUIRED TO COMPLY WITH CALIFORNIA LABOR CODE SECTION 2810
K	PARTIES
L	NON-DISCRIMINATION PLAN FOR EMPLOYMENT
M	GUARANTEE

THIS SECURITY PATROL SERVICES AGREEMENT FOR MARITIME PARK AREA, dated July 1, 2024 (“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 _____[Operator], a [[State of business organization and business type, e.g. California corporation] 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 unarmed security and patrol services in two parks commonly referred to Middle Harbor Shoreline Park (“MHSP”) and Port View Park, as further described in Exhibit A (collectively, the “Maritime Park Area”) located within the area under the jurisdiction of the Port;

WHEREAS, the Port issued a Request for Proposals for Security Patrol Services (the “RFP”) from qualified firms with experience and expertise in the management and operation of similar contract security services;

WHEREAS, Operator submitted a proposal (the “Proposal”) and has represented that it has the requisite experience and expertise to provide the Services; and

WHEREAS, the Port desires to accept the Proposal 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; SCOPE OF SERVICES

The Port hereby retains Operator, and Operator agrees with the Port, to manage, operate, and provide, as an independent contractor, the contract security services described in this Agreement, including as further described in Exhibit A (collectively, “Security Services” or “Services”) attached hereto and incorporated by reference. Operator agrees to provide the Services within the Maritime Park Area as directed from time to time by the Port’s Executive Director (“Executive Director” or “Director”), the Park Manager identified in Exhibit K, or any individual authorized in writing as a designee by the Director (“Designee”). Operator shall be responsible for all functions related to staffing, supervision, and overall professional management of the Services hereunder.

2. TERM OF AGREEMENT

The term of this Agreement (“Operating Term”) shall be for two (2) years commencing 12:00 A.M. on July 1, 2024 (“Commencement Date”), and terminating 11:59 P.M. on June 30, 2026. The Port has the option of extending the Agreement for an additional one (1) year as authorized by the Executive Director and documented by a supplemental agreement to this Agreement.

3. [RESERVED]

4. COMPENSATION

4.1 TOTAL COMPENSATION.

The Port shall pay Operator for satisfactorily completed Services at the compensation set forth in Exhibit B (Compensation), attached hereto and incorporated herein by reference (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 as follows:

Original invoices shall be sent to:

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

Or emailed to accountspayable@portoakland.com, referencing the contract number in the subject line,

(or in another manner 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 Port 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.

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 six hundredths of one percent (.06%) 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(a) and 5(b) above, have the right to terminate this Agreement for cause.

d) 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 Director or the Designee and was approved in writing by the Director 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, as set forth and further described in attached Exhibit C, attached hereto and incorporated herein ("Administrative Fees") are reasonable estimates of such expenses and may be imposed on Operator at the sole discretion of the Executive Director or the Designee.

6.2 ASSESSMENT.

Any Administrative Fees shall be assessed and imposed upon Operator by the Port by written notice to Operator, identifying the performance failure that resulted in the assessment of such Administrative Fees. 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 Port 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.

8. OPERATIONS

8.1 OPERATIONS AND PROCEDURES MANUAL.

Operator shall develop and provide the Park Manager with an Operations and Procedures Manual ("Operations Manual") within thirty (30) days from the Commencement Date, for review and approval by the Port. Additional provisions regarding the Operations Manual are set forth in Exhibit D, attached hereto and incorporated herein. Operator will confer with the Park Manager in its preparation of the Operations Manual and shall revise the Operations Manual from time to time as required by the Port.

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 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 OPERATIONS REPORTS; REPORT OF INJURIES OR LOSS.

Operator shall submit to the Park Manager operations reports, as specified more particularly in Section F (OPERATIONS REPORTS AND OTHER REPORTING) of Exhibit A attached hereto. 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 as further described in this Agreement, including Exhibit E (PERSONNEL), attached hereto and incorporated herein by reference, to perform the Services under this Agreement.

9.1 TRAINING REQUIREMENTS AND CERTIFICATES.

Operator shall ensure all Operator Personnel meet the training requirements as set forth more fully in this Agreement, including Exhibit F ([TRAINING CERTIFICATES 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 Park Manager, for review and approval by the Park Manager. Operator shall also include details of 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 ("Operation's Manual"). Operator shall comply with and maintain training of Operator Personnel in accordance with the provisions set forth in Exhibit F. Exhibit D attached to this Agreement provides information to assist in structuring the Operation's Manual. It shall initially be provided to the Park Manager 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 revisions to the Operations Manual.

9.2 REMOVAL OF PERSONNEL.

The Director 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 Port 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 Director 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 Director 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, Operator Personnel uniforms shall include all of the following, all as approved by the Port: guard uniforms – pants are typically black, blue, khaki, tan, brown and/or green in color; Shirts and jackets shall conform to American National Standards Institute (ANSI) standards. Uniforms must be visible for 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 Maritime Park Area, 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 Chapter 11.03 of the Port of Oakland Administrative Code ("POAC") ("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.

9.7 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.

9.8 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.

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 (not exclusively) a modular office trailer designated within MHSP. 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 Maritime Park Area as determined by the Director or Designee. 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, in addition to the other patrolling Services as set forth in this Agreement, 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 either providing or reimbursing Operator for any cell phone services or related equipment provided by Operator 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 Maritime Park Area 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 Maritime Park Area.

10.5 IMPROVEMENTS.

Operator shall make no alterations or improvements, and shall post no signs, on the Premises or elsewhere within the Maritime Park Area, except with the prior written approval of the Director 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 within the Maritime Park Area.

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 Port-Provided Equipment (as hereinafter defined) 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 Port-Provided 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 vehicle(s) 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, one 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 ("Patrol Vehicles"). 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 may also provide Operator with access to security system(s), surveillance equipment, or other Port-provided security software, as may be directed in writing by the Port throughout the term of this Agreement, in the Port's sole discretion.

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 Port-provided 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 Park Manager during the Port's 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 Park Manager immediately. Additional information regarding Operator's reporting obligations are as set forth in Exhibit A.

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 Maritime Park Area 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 Director'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 Maritime Park Area, 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 Maritime Park Area 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 all Laws, as hereinafter defined and further set forth in Section 23 below.

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 POAC (as defined in Section 23) upon the Premises or any part of the Maritime Park Area, 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 Maritime Park Area.

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 Maritime Park Area, 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 , Maritime Park Area, 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 Maritime Park Area without the prior written consent of the Director or the Designee.

g) Operator agrees to conduct its operations upon the Premises or any part of the Maritime Park Area 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 Maritime Park Area where they will be an eyesore to the public, as reasonably determined by the Director or the Designee. If the Director or the Designee makes such determination, then at the request of the Director or the Designee, Operator shall promptly remove such boxes, cartons, barrels, trash, debris or refuse from the Maritime Park Area, or store same in a location approved by the Director 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 Maritime Park Area.

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 the insurance requirements as set forth more fully in Exhibit G (INSURANCE REQUIREMENTS), which is attached hereto 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.

Operator acknowledges that, in the performance of the Services or in the contemplation thereof, Operator 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. Operator agrees that all information disclosed by the Port to or discovered by Operator shall be held in strict confidence and used only in performance of the Agreement. Operator shall exercise the same standard of care to protect such information as a reasonably prudent Operator 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. Operator shall notify the Port immediately in writing if Operator is requested to disclose any information made known to or discovered by Operator 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

Operator shall comply with all provisions in the attached Exhibit H (FAA AIP Grant-Required Provisions), incorporated herein by reference.

17. ASSUMPTION OF RISKS; INDEMNIFICATION

17.1 ASSUMPTION OF RISKS

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 Maritime Park Area, 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.

17.2 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 Maritime Park Area:

- 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 Director or 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 Director. 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 provide 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 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.

21.1.1 The Port may terminate this Agreement without cause at any time upon giving thirty (30) day's prior written notice to Operator. Port may also 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."

21.1.2 Effect of Termination. At the termination date, the Operator shall immediately quit the assigned Premises and return any Port-provided 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 the Port elects to terminate this Agreement as provided for herein based on Operator's material breach of this Agreement, the Port shall be entitled to damages as permitted by law or under this Agreement.

21.2 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, as determined by the Port, 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 Maritime Park Area 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 Port'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 required by this Agreement.
- 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. 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.

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.

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.

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 to the extent such costs exceed the expenses that would have been paid had the Operator not defaulted.

22.3 ACT OF TERMINATION.

If Operator ceases to provide the Services at the Maritime Park Area, 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 Port, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Maritime Park Area or the use of facilities at the Maritime Park Area, including rules applicable to MHSP and Port View Park (hereafter collectively the "Maritime Park Area Rules, Policies and Regulations"). The Port shall not have any duty or obligation to Operator to enforce the Maritime Park Area 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 with jurisdiction over the Maritime Park Area (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; the POAC, including all Port ordinances cited therein applicable to Operator, the Premises, the Services or the Maritime Park Area 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; Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code; the Charter of the City of Oakland (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 Title 9 of the POAC (Environmental Plans and Programs); and the Maritime Park 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 33.14 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.

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. If any provision of this Agreement causes the imposition of a possessory interest tax, Operator shall immediately notify the Port 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 POAC Chapter 5.12 (as it may be amended from time to time), Operator warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from Operator the full amount of the contingent fee. The following definitions apply to this Section:

- (1) “bona fide agency” means an established commercial or selling agency, maintained by Operator for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.
- (2) “bona fide employee” 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 the Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.
- (3) “contingent fee” means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.
- (4) “improper influence” means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

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.

29. NOTICES; AGENT FOR SERVICE OF PROCESS

29.1. NOTICES.

The Port’s and Operator’s Notice Addresses are set forth in Exhibit K (Parties), unless otherwise amended in writing with notice to the other Party. All notices or other communications given

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

29.2. AGENT FOR SERVICE OF PROCESS.

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

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 L (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 Park Manager 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 Operator'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 Port.

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 Operator represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on Operator.

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, Park 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, 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.

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 M 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.

PORT OF OAKLAND

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

By: _____

DANNY WAN, Executive Director

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.

Approved as to form and legality:

By: _____

MARY C. RICHARDSON, Port Attorney
(Or Assistant Port Attorney or Deputy Port Attorney signing on behalf of)

Port Resolution No.:

Board Approval Date:

PA#: 2024-

OPERATOR

[OPERATOR], a [business entity type, e.g. corporation, etc.],

By:

Name:

Title:

Email:

EXHIBIT A

SCOPE OF SERVICES AND REQUIREMENTS

Operator agrees to provide all Services at service locations directed from time to time by the Port within the Maritime Park Area. The Maritime Park Area is comprised a variety of park areas, including MHSP and Port View Park. A map which more particularly depicts the Maritime Park Area is attached hereto ("Maritime Park Area 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.

A. General Overview of Services

Operator shall provide both unarmed security patrol services for the Maritime Park Area and supervision of the Patrol Staff 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 Park Manager. 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.

If 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 Park Manager.

B. Hours of Operations and Uniforms

1. Basic Security Services (as defined in Section C below) shall be 24 hours per day, seven (7) days a week, including holidays. A guard must be on site at all times. Operator will staff the three (3) 8- hour shifts with a minimum of one (1) guard per shift. There will be two (2) day shifts between the hours of 6:00 a.m. and 10:00 p.m., and the one (1) night shift is between the hours of 10:00 p.m. and 6:00 a.m. (collectively "Shifts").

2. Patrol Staff shall meet the criteria as more fully set forth in Exhibit E (Personnel).

3. Operator shall make available a Supervisor who will manage assigned Patrol Staff and act as a liaison to the Port at all times. Supervisors shall be on duty 24 hours per day, 7 days per week, and be available for immediate consultation with Port staff and Patrol Staff as needed. Supervisor will provide relief to Patrol Staff for meals and other breaks.

4. Operator will also provide a project manager to oversee the overall contract and maintain communication with Port staff.

C. Basic Security Services

Operator shall provide unarmed 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 Maritime Park Area, including all of the following (collectively, "Basic Security Services"):

1. Patrol shall rove by vehicle and then by foot when necessary to access specific areas throughout the entire Maritime Park Area, including over two miles of pathways that encircle the Middle Harbor Basin as depicted in Attachment to Exhibit A, throughout all Shifts. During educational program field trips held within the Maritime Park Area, the schedule of which shall be as agreed to by Park Manager, Patrol Staff shall maintain a visible presence for the duration of each field trip.

2. Unlock/lock all building/structures, including gates and restrooms each morning before opening and evening before closing. Patrol Staff is also responsible to unlock/lock and operate the Rail Tower wheel lift for disabled guests, as needed.

3. Raise and lower the American Flag(s) (weather permitting) daily.

4. Establish and maintain communication on behalf of the Port, including (for example) contacting the Oakland Police Department in the event of an incident or suspicious activity.

5. Report suspicious or criminal activities to the Oakland Police Department.

6. Perform perimeter patrol and fence line inspections.

7. Collect relevant information from involved parties associated with security incidents including, but not limited to, vehicular collisions, hazardous material spills, theft and vandalism.

8. Operator shall provide cellular phones, at Operator's sole cost and expense, for each of the Operator Personnel when on duty, as an alternative communication means.

9. Coordinate with Port, public safety agencies, and emergency responders for significant events and/or specific areas that require increased enforcement.

10. Work with the public and maintain a professional and courteous demeanor. Answer questions about the Maritime Park Area and interact with the public as needed.

11. Notwithstanding Operator's obligations under Section 23 (Compliance with Laws, Rules, Policies and Regulations) of this Agreement, Operator shall ensure all Operator Personnel are familiar with and are able to convey to the public as necessary all Port and City of Oakland rules and other Laws applicable to the Maritime Park Area.

12. Operator shall address each customer complaint regarding the Maritime Park Area within five (5) working days of receipt of the notice of such complaint and report such complaints to the Port in accordance with Section F of this Exhibit.

13. In the event a security officer is unable to perform his/her duties during a shift due to illness, injury, or other reasons, Operator shall provide a replacement officer within one (1) hour from the time the post is vacated.

D. Additional, As Needed Security Services

In addition to the Basic Security Services, Operator shall provide the Port with additional, as-needed security services as requested and directed by the Park Manager, as set forth in more detail below. All additional, as-needed security services would be issued under a task order and paid at the same hourly rate invoiced for the Basic Security Services:

1. Special Events. Additional guards for special events scheduled at MHSP, as requested and directed by the Park Manager. The security services for any special events are as-needed and would be issued under a separate task order and paid at the same hourly rate as the Basic Security Services.

2. Emergency Assignments. Operator shall also provide up to four (4) additional guard staff for emergency assignments within four (4) hours' notice by the Port.

E. Supervisory Staff Responsibilities and Duties

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

- (1) Make notification decisions based on Port standard procedures; direct and deploy Patrol Staff as needed; 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.
- (2) Coordinate with Patrol Staff calls for emergency response and dispatch (police, fire, medical and other emergency response); and make requests for emergency services (i.e. calling 9-1-1), when appropriate and necessary.
- (3) Relay information to appropriate Port staff and third-parties as directed by the Port regarding emergencies and hazardous conditions within the Maritime Park Area.
- (4) Provide and utilize a standardized reporting method/form to electronically log, document, and maintain records of all emergency response incidents, and general activity including radio transmissions.
- (5) Transmit and receive radio transmissions, text messages, or other electronic messages to/from Patrol Staff, or Port employees, using appropriate communication procedures.
- (6) 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.
- (7) Supervisory staff shall provide an adequate level of supervision of Patrol Staff on an assigned shift;
- (8) Supervisory Staff shall train Patrol Staff in policies and procedures and other training sufficient to Patrol Staff to perform Services under this Agreement;
- (9) Supervisory Staff shall evaluate the performance of Patrol Staff.
- (10) Supervisory Staff shall draft or update operating policies and procedures in accordance with Port priorities and best practices.
- (11) Coordinate with Port staff to ensure the smooth operation of the Services.

- (12) Provide direct oversight, guidance, and tasking to Patrol Staff.
- (13) 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 Park Manager and create reports as requested by the Park Manager.
- (14) Perform other duties and tasks as necessary to carry out the Services.

F. Operations Reports and Other Reporting

1. Operations Reports. Port staff will meet monthly with Operator's MHSP Project Manager and guards to discuss operation reports and all other issues related to fulfillment of the Scope of Services. In addition to any other reporting requirements set forth in this Agreement, Operator shall submit to the Park Manager monthly and annual operations reports in writing in a format acceptable to the Port, as further described below ("Operations Reports"). The Operating Report criteria sets forth 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 Park Manager and the Oakland Police Department, Oakland Fire Department and/or other emergency response, as directed by the Port: 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 Port, 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. Operator's guard staff shall ensure Operator's supervisory staff is made aware of each reporting.

- (a) 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 daily operation reports;
 - (ii) Daily shift reconciliation;
 - (iii) employee work schedule and employee rosters, including all new hires and terminations
 - (iv) Employee payroll reports/invoice;
 - (v) report of Operator Personnel with active Guard Cards
 - (vi) A summary of employee training provided to all Operator Personnel;
 - (vii) Any other information concerning the management and safety of the Maritime Park Area as deemed necessary and appropriate by Operator or otherwise as requested by the Park Manager.
- (b) 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 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 Port may request from time to time during the term of this Agreement. In addition, Operator shall review and investigate each complaint regarding the Maritime Park Area 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 Park Manager.

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 Maritime Park Area within twenty-four (24) hours of keying;
- (3) 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).
- (4) 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 list as Operator Personnel shift schedule changes on a monthly basis.
- (5) 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.
- (6) Operator Personnel shall be recruited, selected, and assigned to ensure dependable, efficient, courteous and pro-active service to the Port.
- (7) 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.

- (8) 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 Park Area related keys, or other related materials 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 Park 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.

K. Technologies and Amenities

Operator shall be required to either (1) utilize existing Port-provided technologies; (2) utilize future Port-provided technologies; or (3) procure, implement, operate, manage and maintain additional technology products (i.e. software(s)/systems) as tools for the Security Services, as directed or otherwise approved by the Director or Designee. These technologies include, but are not limited to, tools for security monitoring, incident reporting, identification of safety and security trends and other tools to aid in the Security Services. *[Additional information may be included following bid award]*

L. Port Holiday Schedule

Operator is required to fulfill the Scope of Services every day of the year, including State and Federal holidays. The Port observes the following holidays per year, as listed below and subject to change from time to time.

- New Year's Day, January 1
- Martin Luther King, Jr. Day, third Monday in January
- Lincoln's Birthday, February 12
- President's Day, third Monday in February
- Memorial Day, last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, first Monday in September
- California Admissions Day, September 9

- Veteran's Day, November 11
- Thanksgiving, 4th Thursday in November
- Day after Thanksgiving, Friday after Thanksgiving
- Christmas Day, December 25

On Port holidays, Port staff will be available only through emergency contact information provided to Operator.

ATTACHMENT TO EXHIBIT A
MARITIME PARK AREA MAP

Image 1



Image 2



EXHIBIT A-1
SOFTWARE

1. **License.** Operator hereby grants to the Port a fully-paid, non-exclusive, and non-transferable license to access and use the software described in **Exhibit A** (the “**Software**”), during the Operating Term, without any limitation as to the number or nature of users, machines, devices, or platforms, subject to any limitations described in **Appendix A**.
 - a. **No Other License.** Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel, or otherwise.
 - b. **License Restrictions.** Any use of the Software not expressly permitted by this Agreement is prohibited. Without limiting the generality of the foregoing, the Port shall not commit any of the following:
 - i. Sublicense use or access to any Software.
 - ii. Remove or modify any Software markings or any notice of Operator’s or its licensors’ proprietary rights.
 - iii. Cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the Software.

Except for the licenses granted herein and rights to data as set forth herein, all right, title, and interest in and to the Software, including (without limitation) all tangible or intangible material of any nature produced by Operator related to the Software shall remain exclusively with Operator and its licensors, as applicable. The Software is licensed, not sold.
2. **Equipment.** If the Services include any “**Equipment**” (as defined in this Agreement), then, unless otherwise agreed in writing by the Port, Operator will be responsible for installing the Equipment and installing the Software on the Equipment or on the Port’s systems. Operator will be responsible for ensuring compatibility and that the Software and Equipment are functioning as intended.
3. **Delivery and Installation.** To the extent possible, Operator will deliver Software to the Port electronically, unless otherwise requested by the Port in writing. Unless otherwise agreed in writing by the Port, and only to the extent applicable, Operator will be responsible for installing the Software on the Port’s systems and for ensuring compatibility and that the Software is functioning as intended.
4. **Data.** As between the Port and Operator, the Port owns all right, title, and interest in any data that the Port, or others acting on behalf of the Port, have entered into, have associated with, or have otherwise prepared for use in or with the Software (“**Port Data**”). Within thirty (30) days of the expiration or termination of the Agreement for any reason, Operator shall, at no charge to the Port and without the Port’s request do all of the following: (1) Export and deliver to the Port all data input into the Software, including (without limitation) the Port Data. Operator shall provide such data to the Port in a format reasonably requested by the Port; and (2) certify to the Port that all Port Data has been destroyed or removed from Operator’s possession and control
5. **Additional Warranties.** Cumulative to any representations and warranties in the Agreement:
 - a. The Software is compatible for access and use on the Port’s systems and devices. The Software (and, if applicable, the Equipment) will operate in all material respects as described in its product descriptions and/or documentation provided or published by Operator. For all Equipment, Operator will ensure that any manufacturer warranties are in the name of the Port, or transferred promptly to the Port, such that the Port has all benefits of any such warranties.

- b. The Software (and, if applicable, the Equipment) will not contain or deliver any viruses, Trojan horses, worms, time bombs, trap doors, or other undisclosed code, program routine, device, or other feature or hidden file designed to damage, delete, disable, deactivate, interfere with or otherwise harm the Software or any hardware, software, data, or other programs of the Port.
- c. Operator will use all commercially reasonable best practices to ensure the security, safety, and integrity of all Port Data.
- d. Operator has all right, title, and authority necessary to grant any licenses or provide any Software, the Equipment (if applicable), or related services under this Agreement, including (without limitation) the absence of any contractual or other obligations that conflict with this Agreement or limit, restrict, or impair the rights granted under this Agreement.
- e. The Software (and, if applicable, the Equipment) will not infringe or otherwise violate the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other intellectual property or proprietary right of any person or persons.

6. Additional Bankruptcy Provisions. All rights and licenses granted under or pursuant to this Agreement are and shall be deemed to be, for purposes of 11 U.S.C. § 365(n), licenses of rights to “intellectual property,” as defined under 11 U.S.C. § 101. The Parties agree that the Port, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing in this Agreement may be deemed to constitute a present exercise of such rights and elections.

Operator hereby agrees and consents that, in the event an order for relief under the U.S. Bankruptcy Code has been entered with respect to the Port, the Port will be permitted to assume this Agreement and all licenses set forth herein pursuant to 11 U.S.C. § 365, notwithstanding any right Operator may have pursuant to 11 U.S.C. § 365(c)(1) to object to such assumption. This consent will constitute an irrevocable consent pursuant to 11 U.S.C. § 365 (c)(1)(B), but only with respect to the Port’s assumption of the License (and not with respect to any assignment of this Agreement and the licenses set forth herein).

EXHIBIT B
COMPENSATION

[Full Details to be Inserted Following Award]

1. **Maximum Compensation for Services.** The maximum amount payable under this Agreement for Services shall not exceed the annual amounts set forth in Table 1 below (“Maximum Compensation”).

Table 1 –Maximum Compensation

[Table to be completed following award and prior to finalization of this Agreement]

Contract Year	Total Maximum Compensation for All Services
Contract Year 1	
Contract Year 2	
Total Maximum Compensation for Contract Years 1 and 2:	
Contract Year 3 (If Extension Option is Exercised)	
Total Maximum Compensation (If Extension Option is Exercised):	

2. **Payment Schedule and Rates.** Services shall be invoiced in accordance with the provisions set forth in Section 4 of this Agreement at the rates set forth below.

- A. **Operator Rates.** Services shall be invoiced at the rates set forth in Table 2 below, subject to the terms of this Agreement, including but not limited to the staffing schedules/shifts set forth in Exhibit A and other staffing provisions as set forth in Exhibit E, and subject to Port-approved annual rate adjustment requests as set forth in Section 2(B) below:

Table 2 –Hourly Rates¹

[to be inserted following award and prior to finalization of this Agreement]

- B. **Annual Rate Adjustment.** Operator may request an adjustment to the hourly rates set forth in Table 2 above which, if requested, shall meet the following rate adjustment criteria: Operator’s hourly billing rates may be adjusted no more than once annually, but only with advance written request to the Port provided in accordance with Section 29 of the Agreement, which request must be thereafter approved in writing by the Port Social Responsibility Director or his/her designee. In no event should any hourly billing rate adjustment request take place before July 1, 2025, and may only be requested thereafter on or after July 1st of each following calendar year. Operator’s hourly billing rate annual adjustment requests shall be limited to reflect the actual increase in labor costs (staff salary) and shall in no event exceed any of the following: (1) three percent (3%) of the then-current hourly rate for all Operator Personnel; or (2) the percentage increase set forth in the Consumer Price Index (“CPI”) for the preceding twelve (12) months, whichever

¹ All hourly staffing rates set forth in this Exhibit are the fully loaded rates, including all benefits, equipment, training, administration and any and all related costs.

is less. In no event shall any rate adjustment result in exceeding the Maximum Compensation Amounts set forth in Table 1 above. In no event shall any hourly billing rate adjustment request (increase) be retroactive.

For purposes of this Agreement, "CPI" means the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose, California, as calculated by the Bureau of Labor Statistics of the United States Department of Labor or other successor United States government agency responsible for calculating such statistics.

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 Maritime Park Area as set forth in this Agreement;
- 1.7 Eating, except during breaks or smoking of any kind, on Port property.
- 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 while on duty;
- 1.11 Supervisory Staff not available as required under this Agreement;
- 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 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 Maritime Park Area 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, or otherwise advise the public contrary to Port rules, policies and/or regulations.

2. CUSTOMER COMPLAINTS

Any amount payable to Operator under this Agreement 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

Any amount payable to Operator under this Agreement 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 Park Manager. 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. FINANCIAL

Any amount payable to Operator under this Agreement 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 collective Administrative Fees not to exceed \$500 per month; and
2. Any failure to provide the Port with verification or evidence that payments have been made of reimbursed expenses to the party noticed on the invoice, report or bill for such reimbursement

6. 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 Park Area as required by this Agreement
- 7.4. Two Hundred Fifty Dollars (\$250.00) for each failure to prepare and submit to the Park Manager a written 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 provide the 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 after 30 days from the Commencement Date of the Agreement;
- 7.8. 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;
- 7.9. Five Hundred Dollars (\$500.00) for each occurrence of the failure by Operator to return to the Port all Maritime Park Area keys for each terminated employee within 24 hours of such termination;
- 7.10. Five Hundred Dollars (\$500.00) for each instance of improper influence, as specified in Section 28 of the Agreement;
- 7.11. 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 Park Manager and be fully equipped with equipment approved by the Park Manager, or for each failure of an employee on a shift to wear similar type uniforms approved by the Park Manager;
- 7.12. Two Hundred Fifty Dollars (\$250.00) for having any unlicensed or untrained employee providing any of the Services;
- 7.13. 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
- 7.14. 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 develop and provide an Operations and Procedures Manual ("Manual") to the Park Manager 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 term of the Agreement and shall be revised as approved by and/or otherwise requested by the Director or the Designee. The Manual, including all revisions as approved by the Port, 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 Director, Designee and/or Park Manager, 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;
- (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 Director, Designee, and/or Park Manager, prior to incorporation into the Manual.

The Port 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

Operator shall control the conduct, demeanor, and appearance of its officers, agents, and employees. Such officers, agents and employees shall be trained by operator to render a high degree of courteous and efficient service to the public, and it shall be the responsibility of Operator to maintain close supervision over such persons to assure the continuation of the highest standard of service. If, in the opinion of the Park Manager, any such officer, agent or employee of the Operator fails to conform to such standard of service, the Operator shall remove such officer, agent or employee from the Maritime Park Area and shall not reassign that person to the Maritime Park Area without the written consent of the Park Manager.

Operator shall verify the right of all its employees to work in the United States in compliance with the requirements of the Immigration Reform and Control Act of 1986. Port reserves the right to inspect the employment eligibility verification forms (Form 1-9 OBM No. 1115-0236, or any revised version) completed by Operator's employees who are employed at the Maritime Park Area. A list of the names and duty hours, of each employee shall be supplied to the Park Manager on a weekly basis, and promptly updated when changes occur. The Operator shall inform all employees in writing upon hiring that their employment is at will and that their employment may terminate at the conclusion of this Agreement.

The Operator shall select and appoint one (1) Supervisor per Shift who will act as liaison to the Port and be responsible for the management of services provided to the Port at all times. Operator shall submit the qualifications and experiences of the Supervisors to the Park Manager for his or her approval in advance of any appointment.

A. SUPERVISORS

A supervisor ("Supervisor" or collectively, "Supervisory Staff") shall be in complete charge of the Operator's operations at the Maritime Park Area and shall be a qualified and experienced Supervisor vested with full power and authority in respect to the conduct of the Operator's operation hereunder. A Supervisor shall be available at all times for consultation or field monitoring.

Each Supervisor must be a highly qualified and experienced manager who is knowledgeable of current security enforcement laws, charged with responsibility and authority by Operator in respect to the method, manner, and conduct of the Services. Each Supervisor must have at least five (5) years experience managing or supervising a security guard operation with eight (8) or more employees on a multi-shift operation. Supervisory Staff must also be qualified as a Guard and may be required to fill that role as necessary.

Supervisory Staff shall maintain continuing liaison with the Park Manager to ensure complete understanding of the Maritime Park Area's operational and security policies, rules, regulations and other applicable Laws and assure the selection, training, and operation of an efficient and effective contract security force to implement and support such policies. Duties of Supervisory Staff shall include but not be limited to all of the following, consistent with the requirements of this Agreement:

- (1) Implement a staff training program and the development of training and operational manuals covering all related aspects of the Services. Supervisory Staff shall establish performance criteria and job descriptions for all staff and make such available to the Port when requested to do so.

- (2) Develop, as necessary, all forms for use in all aspect of the Services subject to Port approval, for such items as daily incident reports, application, accident report forms, complaint report forms and other forms that are deemed necessary to facilitate efficient management of the Services.
- (3) Perform or designate assistant, qualified supervisory personnel to perform the following duties: a) fully supervise Operator's employees; b) require all staff to be properly trained, follow rules of conduct and be properly dressed and otherwise prepared and suitable for their assigned duties; c) provide the Port with a weekly staff schedule by assignment in advance, a schedule of all other staff assigned to the Services and schedule of hours of operation.; d) monitor hours of staff to assure that time card and schedules are accurate and in accordance with approved schedules; e) daily inspection of all equipment used for operations; (f) report or correct any problems in accordance with the requirements of this Agreement; g) discipline or dismiss employees who fail to perform in compliance with the highest industry operating standards; and h) perform other field supervision activities as required.
- (4) Provide Port-approved means of responding to emergencies and public needs on a twenty-four (24) hour per day, seven day a week basis through the use of Supervisory Staff, and/or other designated on-call staff personnel.
- (5) Ensure that the Park Manager is fully briefed on all breach of security matters and emergency incidents which have or will result from the operation of the security force or which come to the attention of any member of the security force and related to the Maritime Park Area security operation.
- (6) Remain readily available or designate a Supervisor to remain on call so that all Shifts and Operator Personnel, including Patrol Staff, will have the ability to receive personal direction, review, and inspection of the Park Manager or the Designee during emergency situations.
- (7) Working hours of Supervisory Staff shall not overlap.

B. GUARD PERSONNEL QUALIFICATIONS

Security guard personnel (each "Guard" and sometimes collectively referred to as "Patrol Staff") shall be recruited, selected, and assigned to assure the most dependable and efficient security force capable of implementing all facets of the Operator's security plan. Such guards shall be able to understand written and oral instructions in English, to communicate commands, directions and customer information in English, and to interact in a professional and courteous manner with Maritime Park Area staff, customers and other users of the Maritime Park Area. Guard candidates will receive preliminary screening at the Operator's office and selected personnel will then be directed to the Park Manager at the Maritime Park Area to perform and carry out Operator's responsibilities under the Agreement.

Operator shall confirm a five (5) year continuous history of employment, with no more than a two (2) month gap in such history on all guard and supervisor candidates prior to final selection. In addition, Operator shall conduct and obtain a five (5) year verifiable background check on all guard candidates prior to final selection, in order to properly screen guard candidates. Operator shall retain all such information for the duration of the Operating Term and shall submit all such supporting background information to the Park Manager upon termination of this Agreement. Such information on active duty guards will also be made available upon request during the term of this Agreement. Operator shall conduct initial start-up and annual Department of Motor Vehicle (DMV) checks on all guard personnel having assignments which include driving responsibilities. Any guard assigned to driving responsibilities must possess and maintain a valid State of California driver's license for the duration of the driving

assignment. The Operator shall provide to the Park Manager a copy of the complete DMV check on each guard providing any Services prior to start-up assignment and annually on that guard's start-up date. Operator shall confirm that each guard candidate possesses and maintains a valid security guard license issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services and any other licenses required by Section 3.2(a) of the Agreement for the duration of the assignment. The Operator shall provide to the Park Manager a copy of such license(s) for each guard prior to assignment to render any of the Services under this Agreement.

Any guard assigned to security patrol at the Maritime Park Area shall not also be employed at the Maritime Park Area by any other concession, vendor, permittee or licensee of the Port operating at the Maritime Park Area , in order to prevent any conflict of interest in the guard's duty to provide the Services.

All Patrol Staff shall possess the following additional qualifications:

- (1) be able to distinguish all colors, and have vision correctable to 20/20;
- (2) 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;
- (3) be able to work while exposed to outdoor elements such as, but not limited to, wind, rain, snow, and aircraft noise;
- (4) 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.

C. TRAINING

Prior to the Commencement Date, Operator shall cause all of its guards and Supervisors who are to be involved in providing the Services to attend a training program, and all other guards, supervisors and/or managers subsequently employed by Operator during the Operating Term hereof to provide the Services shall also attend such a program. This program shall be for the purposes of guard training, orientation and trial operation of the Services. The program content shall satisfy the requirements of attached Exhibit "F" and shall be subject to review and approval by the Park Manager. System requirements, operating characteristics, customer service, work specifications and performance standard operating procedures and an employee disciplinary code shall be more specifically set forth in the Operations Manual as described more fully in this Agreement, including Section 8.1 and Exhibit F. Operator shall provide on-going training on a semi-annual basis to its employees with respect to public relations, guard patrol procedures, safety, and other related operations. Failure of the Operator to meet the training schedule shall result in the assessment of an Administrative Fee, as specified in Exhibit "C".

D. OPERATOR PERSONNEL PERFORMANCE STANDARDS

To assure quality service and a stable level of operations, the Supervisors and all guards providing any of the Services are expected to capably fulfill the responsibilities and duties described in this Agreement. Operator shall provide to the Park Manager an annual evaluation of the Supervisors based on the following criteria:

- (1) Implementation of Operator's general operational policies and procedures.

- (2) Administration of applicable requirements of this Agreement.
- (3) Knowledgeable in Security procedures, patrolling, record keeping and traffic control (pedestrian and vehicular).
- (4) Ability to function under stressful conditions.
- (5) Ability to recognize unusual or abnormal conditions or behavior and respond appropriately.
- (6) Ability to be assertive and apply effective procedures to a variety of situations.
- (7) Resolution of any staff shortages prior to any impact on the provision of the Services by the Operator.
- (8) Ability to supply reporting, accounting and statistical data required by this Agreement.
- (9) Ability to prepare, review, revise and sign all schedules, reports and forms, or other required documents used in any and all aspects of the Maritime Park Area Security Service operation.

E. STAFFING

The Operator will hire and retain employees as may be necessary to manage and provide the Services in a cost effective, efficient manner providing quality customer service. This provision will apply at all times during the Operating Term. The Port retains the right to determine staffing levels and schedules based on operational needs. The Operator shall ensure that minimum staffing levels and schedules are met at all times. For the Services and in the event the Port requests additional services and staffing, pursuant to Section 3.3, the Operator shall only staff, and the Port shall only reimburse, such Services and additional services with the appropriate personnel. Operator will have the option at its expense to provide and pay for higher level staffing in lieu of failing to meet staffing requirements.

A monthly staffing schedule shall be provided to the Park Manager on the 1st day of each month for the month. Failure to provide such reports shall result in the assessment of an Administrative Fee as specified in Exhibit C.

The Port shall have a right to review all of Operator's employees assigned to provide the Services.

For holidays, special events and other situations, the Port may request and the Operator will provide and supervise additional staff as may be needed in addition to the staffing plan. Except as otherwise specified in this Agreement, the Operator will respond to Port's request within 72 hours. Additional staff will be compensated and charged to the Port in accordance with the provisions of this Agreement.

Operator shall ensure no individual Operator Personnel performs more than eight (8) hours of duty within any twenty-four (24) hour period. Any overtime charges incurred are at the sole cost and expense of the Operator and not reimbursable by the Port.

F. EMPLOYEE REQUIREMENTS and STANDARDS

All employees, while on or about the Maritime Park Area and acting within the course and scope of employment by Operator, shall be clean, neat in appearance, and uniformly attired, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Operator shall act to prevent the wrongful acts and omissions of its employees on or about the Maritime Park Area. Operator shall act to ensure that minimum performance standards set forth in this Agreement and as directed by the Park Manager or the Designee shall be met at all times. Operator shall control the conduct, demeanor, and appearance of its agents, employees, and officers at the Maritime Park Area. Operator shall act to prevent its employees from violating any of the following:

- (1) Failing to maintain a neat personal appearance;

- (2) Failing to behave courteously;
- (3) Failing to possess proper photo ID at all times while at the Maritime Park Area;
- (4) The use, possession or being under the influence of any alcoholic beverage or prohibited substance while on duty or at the Maritime Park Area;
- (5) Use of profane or vulgar language directed to or at the public, Maritime Park Area personnel, or those designated by the Operator to supervise the Services;
- (6) Failure to perform functions of a security guard at the Maritime Park Area as set forth in this Agreement;
- (7) Eating while on duty or at the Maritime Park Area (breaks excluded) or smoking of any kind on Port property;
- (8) Littering
- (9) Any "clocking" in or out using another employee's card or identification;
- (10) Providing services or working for another entity, including the Operator, other than the Services provided to the Port under this Agreement while on duty;
- (11) Supervisor not available as required under this Agreement;
- (12) Solicitation for sale of goods or services, or other unauthorized exchange of money, or for tips or gratuities in any form or manner;
- (13) Providing false information to local, state, and federal agencies, and/or the general public;
- (14) Failing to operate a vehicle in a safe manner;
- (15) Failing to comply with posted speed limits and traffic control signs;
- (16) Permitting or giving consent to Maritime Park Area patrons/users to leave vehicles unattended or to load or unload at areas not designated by the Port for that purpose; and
- (17) Failure to follow other Maritime Park Area Rules, Policies and Regulations or otherwise advise the public contrary to Port rules, policies and/or regulations.
- (18) Failure by Operator to maintain the Premises or Equipment as set forth in Sections 9 and 10 will be subject to an Administrative Fee for each occurrence.

G. TIME CLOCKS AND BREAKS

The Operator shall install and maintain a computerized time clock or similar device ("Time Clock") to record the time each employee employed by the Operator in order to provide any of the Services' reports to duty, takes breaks and leaves work, which record must be maintained by Operator. The Port will make the final decision regarding the Time Clock placement. The Operator shall be responsible for the cost, of maintenance and replacement of the Time Clock.

The Operator shall comply with electronic patrol monitoring system procedures to be promulgated by the Park Manager. The Operator shall cooperate with the Port in determining the placement of such monitoring system devices.

Guards may take a one-half hour lunch the pay for which time shall not be paid by the Port. Guards may take one fifteen (15) minute break in each of the first and second four (4) hour periods of a shift, the pay for which shall be paid by the Port pursuant to Section 4 of this Agreement. During lunch periods and breaks Operator shall formally relieve that employee with another uniformed guard acceptable to the Park Manager. Operator shall ensure that continuous patrol activity as required by this Agreement is maintained during all lunch and break periods.

H. EMPLOYEE UNIFORMS

In addition to the Uniform provisions set forth in Section 9.3, Employees must be uniformed and must wear name tags at all times while on duty. The Supervisor shall not be required to wear a uniform or name tag unless otherwise required by the Operator. Uniform and equipment standards shall be as further set forth in this Agreement and/or as specifically approved by the Park Manager. The Operator shall provide and maintain in good condition all uniforms at its own expense. The Operator shall furnish all uniforms to all guards in sufficient quantity to assure an official appearance for all personnel. Shirts and blouses shall all be the same color and style, and shall have a company identification patch sewn on. In addition, all of Operator's employees except day guard shift shall wear similar style uniforms for such shift Operator shall also provide boots and safety equipment required by State of California standards, including without limitation, reflective traffic jackets, flash lights, rain gear and safety reflective vests. Each employee shall wear in plain view an employee identification number and/or name tag. In addition, Operator shall issue a company photo identification badge to each employee which shall be produced upon request at all times while on- duty. All uniforms shall be without tears and holes or excessive unsightly repairs. Any violations for employees' failure to wear approved uniform and equipment, or for failure of all employees on a shift to wear similar style uniforms approved by the Park Manager, shall result in the assessment of an Administrative Fee as specified in Exhibit C.

I. EMPLOYEE PARKING

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

J. NO SOLICITATION OF TIPS

Operator Personnel shall neither solicit tips or gratuities nor accept tips or gratuities from anyone at the Maritime Park Area or otherwise in any way connected with the Services performed under this Agreement.

EXHIBIT F

TRAINING CERTIFICATES INFORMATION

Operator shall ensure that all Operator Personnel are fully trained for their duties. Operator shall establish a formal employee training program specific to the Services. The program content shall be subject to review and approval by the Park Manager. 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

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 8.1 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 Maritime Park Area Security Service training program ("Training Program"). However, this material is not all inclusive and shall not be construed to mean that the only task included below need to be covered. It will be the Operator's responsibility to certify to the Port completion of each training area. A copy such certifications will be kept on file in the Maritime Park Area security office. In addition, 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 Park Manager evidence all guard 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 Park Area in form and substance acceptable to the Park Manager.

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

- (A) DUTIES AND FUNCTIONS OF A SECURITY GUARD;
- (B) PATROL PROCEDURES;
- (C) REPORT WRITING;
- (D) PUBLIC RELATIONS;
- (E) AUTHORITY AND JURISDICTION OF LOCAL ENFORCEMENT AGENCIES;
- (F) CIVIL DISTURBANCE PROCEDURES;
- (G) SAFETY PROCEDURES;
- (H) TELEPHONE COMMUNICATIONS;
- (I) RESPONSE TO AND PRESERVATION OF CRIME SCENE.

SPECIFIC TRAINING AREAS

- (A) HUMAN RESOURCES: Operator shall issue and show to each Operator Personnel assigned to perform Services the following:
 - (1) Employee Handbook;

- (2) Drug Free Work Place Policy;
- (3) Non Discrimination and Harassment Policy; and
- (4) Orientation Film.
- (B) CONDUCT AND CUSTOMER SERVICE
 - (1) Conduct
 - (a) Personal Appearance and Dress Requirements;
 - (b) Safety,
 - (2) Customer Service,
 - (a) Negotiation,
 - (b) Non-resistance,
 - (c) Translations,
 - (d) Personality types,
 - (e) Strategies,
 - (f) Dealing with angry people,
 - (g) Empathy and sympathy
 - (h) When driver or pedestrian do not understand
 - (i) Organization and customer service expectations
 - (j) Interpersonal relations
 - (k) Awareness of self and others
 - (l) Communication process and active listening
- (C) FIRST AID
- (D) COMMUNICATION PROCEDURES
 - (1) Protocol
 - (2) Phonetic Alphabet
 - (3) 10 Codes
 - (4) Vocabulary
 - (5) Practical
 - (6) Brevity Codes: Brevity codes should be used only when communication with other safety and security personnel.
- (E) CONFLICT AND STRESS MANAGEMENT

ADMINISTRATIVE TRAINING

Administrative and supervisory personnel 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 Operator 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 or Commercial Crime Insurance

- **Coverage:** Employee Dishonesty Bond or Commercial Crime Insurance.
- **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.** Operator or Operator's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Right to Higher Limits.** If Operator maintains higher limits than the minimum show above, the Port requires and shall be entitled to the higher limits maintained by the Operator.
- **Right to Broader Coverage.** If Operator maintains broader coverage than the minimum show above, the Port requires and shall be entitled to the broader coverage maintained by the Operator.
- **Excess/Umbrella Liability Insurance.** Any umbrella or excess insurance shall strictly follow form of underlying insurance and comply with any requirements of this Agreement pertaining to the underlying coverage.
- **Proof of Insurance/Insurer Rating.** Operator 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 Operator's expense and Operator shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Operator shall provide copies of the actual insurance policies if requested by the Port.

- Please send certificates and other required insurance information to:
Port of Oakland
Attn: Risk Management Dept.
530 Water Street
Oakland, CA 94607
Email: risktransfer@portoakland.com

EXHIBIT 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". The Agreement is sometimes hereinafter referred to as "contract". These provisions, as worded below, are required by the AIP and may not be amended.

A. General Civil Rights Provisions.

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

B. Compliance With Nondiscrimination Requirements.

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

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

determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

D. Fair Labor Standards Act.

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

E. Occupational Safety and Health Act.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Operator retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The Operator 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:

- (2) 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 Operator or any subcontractor, who provide design professional services governed by California Civil Code Section 2782.8;
- (3) 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
- (4) 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.

Operator 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 Agreement. This only applies to janitorial and security guard contracts and any construction related services.

Contractor	
Name: Address: Telephone No.: Employer Identification No. (EIN):	
Description of Services:	
Describe Services: Security Patrol Services for Maritime Park Area	
Commencement and Completion Dates:	July 1, 2024 through June 30, 2026, optionally extendable through June 30, 2027
Worker's Compensation Insurance	
Policy No.	
Name of Insurer (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
For Vehicles owned by Contractor and used in performing work under this Contract	
VIN (Vehicle Identification No.):	
Automobile Liability Insurance Policy No.:	
Name of Insure (Not Broker):	
Address of Insurer:	
Telephone No. of Insurer:	
Address of Property used to house workers on this Contract, if any:	
Workers employed under this Contract	
Estimated Total number of workers to be employed on this Contract:	
Estimated total wages to be paid workers:	
Dates (or schedule) when wages will be paid: (e.g. weekly, monthly, etc.)	
Independent Contractors utilized under this Contract	
Estimated total number of independent contractors to be used in this contract:	
List of current local, state and federal contractor license identification numbers required by law for independent contractors:	
Commissions	
Amount of commission paid under this contract	\$0

EXHIBIT K

PARTIES

OPERATOR

Full Legal Name of Operator:

Corporate Address:

Form of Business Entity (Check one)

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

If Corporation, LLC, LP, LLP:

(Required Information)

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

Contact Individual / Position:

Telephone No.:

Facsimile No. (if any):

Email Address:

Website (if any):

Tax Identification No.:

PORT

Division Director	Amy Tharpe, Social Responsibility Director
Park Manager	Ramona Dixon
Port's Notice Address	Social Responsibility Director Port of Oakland 530 Water Street Oakland, CA 94607

EXHIBIT L

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 M

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 Security Patrol Services Agreement for Maritime Park Area (the "Agreement") dated _____, 202____, under which Operator will provide professional management and operation of unarmed security and patrol services in two parks commonly referred to Middle Harbor Shoreline Park and Port View Park; 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.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

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

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



PORT OF OAKLAND

Labor Peace Rule for Certain Operational Services (Port Ordinance 4587)

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

PORT OF OAKLAND LABOR PEACE RULE FOR CERTAIN OPERATIONAL SERVICES

I. PURPOSE

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

II. DEFINITIONS

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

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

Organization has entered into a collective bargaining agreement with the Operator.

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

III. REQUIREMENT TO KEEP LABOR PEACE AND PREVENT LABOR INTERRUPTIONS

(A) **Operator Duties**

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

Agreement with a Labor Organization would interrupt the provision of services to the Port and subject the Operator and the Port to Labor Disruptions.

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

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

(B) Port Duties

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

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

(C) Labor Organization Duties

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

(D) Exemptions

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

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

IV. ENFORCEMENT

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

agreements the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.

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

V. CONSTRUCTION

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

VI. EFFECTIVE DATE

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

VII. SEVERABILITY

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



Statement of Adherence to Labor Peace Rule

RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View Parks "Maritime Park Area"

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 this RFP and in the Port of Oakland Administrative Code Chapter 11.03, as such ordinance may be amended or superseded. All capitalized terms in this Statement shall have the same meanings as defined in the Labor Peace Rule.

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

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

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

Signature

Print Name

Title

Company

Date



**RFP No.: 23-24/26, Security Services at Middle Harbor Shoreline and Port View
Parks "Maritime Park Area"**

**Maritime Park Area Map Layout
(Attachment 14)**

Middle Harbor Shoreline Park

PORT OF OAKLAND

LEGEND

- Bike Path
- Parking
- Handicap Parking/ Access
- Drinking Water
- Information
- Restroom
- Picnic Tables
- Reusable Picnic
- BBQ Pic
- Viewing Scopes
- Bench

Port View Park

Western Pacific Mole

Point Arnold

Oakland Estuary

Port of Oakland Marine Terminal

Future Harbor Enhancement Area

Former Ferry Slip & Rail Yard

Port Operations Viewing Area

Stadium

Irving Wolf Exhibit

Cove

Recreation Area

Overlook Tower

Maritime Center / Sailors Club

Flagyard

Tall Tower, Ballix River W & A View

Signal tower base (new) last test done

US Navy

USS Oakand

Amphibious Landing Ship

School Street

Middle Harbor Rd.

Port of Oakland Marine Terminal

No speed zones

Water over four feet deep

Future pier

