REQUEST FOR PROPOSAL

for

As-Needed Aviation Planning Consulting Services

17-18/14

PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607

PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

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

Proposal Information

Proposal Title	As-Needed Aviation Planning Consulting Services
Proposal Type	Professional Services
Proposal Number	17-18/14
Proposal Issued	October 13, 2017
Requesting Department	Aviation Planning and Development
Pre-proposal Meeting	**October 24, 2017 at 11:00 a.m.** **Oakland International Airport** **1 Airport Drive, Oakland, CA 94621** **Terminal 1 - Bldg. M102, 2nd Floor Administrative Offices** **Muir Woods Conference Room**
Scheduled Publication Date	October 13, 2017
Proposal Due Date	**November 16, 2017 until 11:00 a.m.**

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Attn.: **Nickulaus Sioson** (Purchasing Department) 530 Water St. Oakland, CA 94607
Submittal Copies	• One (1) Original copy clearly marked "Original" and four (4) Copies marked "Copy" and one (1) electronic version on a USB flash drive to delivered or mailed to the address referenced above by the proposal due date
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: • Proposal Name • Name of Your Company • Address • Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

How to Obtain Proposal Documents

Copies of the Proposal documents may be viewed and downloaded at:

Location	Address
Physical	Port of Oakland--Purchasing Department 530 Water Street, Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140
Website	http://www.portofoakland.com/business/bids-rfps/ Or navigate to the Port of Oakland's main website at: http://www.portofoakland.com/, then click on "Bids/RFPs" from the banner on the top of the page, and then scroll down to download the RFP.

Questions about the Proposal

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

Primary Contact	Nickulaus Sioson Fax: (510) 893-2812 Email: nsioson@portoakland.com
Question/RFI Due Date	**October 30, 2017, 4:00pm.** 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	**November 3, 2017** All pertinent questions will be responded to **via addendum** and placed on the Port's website. Proposers 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

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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 Cost 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 5-D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes

Title		Must Be Returned with Proposal
9	Supplier Insurance Requirements	No
10	Insurance Acknowledgement Statement	Yes
11	Standard Professional Services Agreement	No (Note: If awarded the contract, the successful Respondent will execute a revised version of the Port's standard Professional Services Agreement, which will be consistent with the provisions of this RFP.)

I. Project Overview

The Port of Oakland (Port), Aviation Planning and Development (Av P&D) is soliciting proposals from qualified consultants to provide a wide range of aviation planning services, some assignments requiring expertise in architectural, environmental, and preliminary engineering services. The Port intends to select multiple consultant teams to provide these services under the direction of the Av P&D staff. The Port has posted this RFP on its website www.portofoakland.com.

The Port Av P&D Department is responsible for all aviation facility planning activities to accommodate airline passengers, air cargo, and aircraft operations at OAK. To assist the Av P&D staff, the Port is seeking professional services from multiple aviation planning consultant teams. The Port expects that each consultant team will be led by a prime consultant capable of providing a full-range of aviation planning services. We anticipate architectural, engineering, and environmental expertise to be provided as part of each team (either in-house to the prime consultant or as a subconsultant). Additionally, it is anticipated that subconsultant team members would provide technical expertise in (1) specialized aviation planning niches, and/or (2) related planning services. Subconsultants may work with multiple prime consultant teams. See Section II below.

Multiple consultant teams will be chosen to enter into professional services agreements with the Port to provide aviation planning consulting services on an as-needed basis for up to five (5) years. The total amount for all agreements generated by this RFP combined is expected to be approximately $2,500,000 as approved by the Board of Port Commissioners on July 27, 2017. This amount will be distributed at the discretion of the Port, more or less evenly among the selected consultant teams. The execution of a professional services agreement will not constitute any guarantee of business or level of compensation. Because work will be assigned to consultant teams on an as-needed basis, the volume of work for any particular consultant team member (including the prime consultant) could vary substantially, including the possibility of not receiving any work through this contracting process.

Once professional services agreements are executed, it is anticipated that Av P&D staff would prepare Technical Service Orders (TSOs) when particular aviation planning services are required. For each TSO, Av P&D staff and the prime consultant (in association with consultant team members) would agree on a scope of work, budget, and schedule before proceeding.

About the Port of Oakland

The Port was established in 1927 and oversees the Oakland seaport, OAK, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the fifth busiest container port in the U.S.; OAK 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 supports nearly 70,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland.

II. Scope of Services

A. General Services

The Port is seeking consulting support to address a full-range of aviation planning services to address regulatory needs, programmatic development, aging infrastructure, growing domestic and international passenger traffic and changing aircraft fleet. These services are essential as OAK responds to continued passenger growth and long-term facility needs. The nature of as-needed aviation planning consulting services will range from smaller scopes and budgets (e.g., less than $100,000) that come-up quickly and require short response times, to larger, longer duration planning studies for terminal airfield, and other airport facilities. For any project, the successful proposer should demonstrate their team has the required expertise and ability to respond quickly.

Aviation planning consultant teams should have the capability to perform work including but not limited to the following list. Items marked with "✈" are services that are more likely to be required than other services on the list.

Aviation Planning Services:

A. General Airport Planning
   a) Forecasts of aviation activity (✈)
   b) Facility Requirements Analysis (✈)
   c) Development phasing (✈)
   d) Airport layout plans
   e) Airport Master Plans
   f) Land use planning (✈)
   g) Airline passenger surveys
   h) Aviation planning data management (✈)
   i) Neighboring land use planning guidance (✈)

B. Airfield and Airspace Analysis
   a) Airfield and airspace capacity and aircraft delay analysis (✈)
   b) Airspace analysis, including TERPs and Part 77 (✈)
   c) Airfield facilities layout (✈)
   d) Simple cost-benefit analysis (✈)

C. Terminal Facilities Planning
   a) Passenger terminal and concourse plans (✈)
   b) Passenger flow, queuing analysis and facility requirements, including passenger flow simulation (✈)
   c) Terminal planning and concept development (✈)
   d) Baggage conveyance systems (✈)
   e) Signage and wayfinding (✈)
   f) Aircraft parking and gate layouts (including ground service circulation) (✈)
   g) Domestic and international facility planning (✈)
   h) Cargo facility plans (✈)
   i) Facility renovations and enhancements (✈)
   j) Good delivery and distribution (✈)
   k) Security screening enhancements (✈)
   l) Interior design and color consulting (✈)

D. Ground Transportation and Parking Planning
   a) Roadway planning and traffic forecasts (✈)
   b) Curbside planning and operations studies (✈)
   c) Public and employee parking assessment (✈)
   d) Parking fees and revenue analysis (✈)
   e) Commercial ground transportation facilities and management plans (✈)
   f) Technologies for Ground transportation management (✈)
   g) Alternative fuel fleet assessments and infrastructure requirements (✈)

E. Related Planning Services:
   a) Assistance with grant and PFC applications (✈)
   b) Security system planning and implementation (✈)
   c) Special systems and digital communications (✈)
   d) Utility infrastructure master plans (✈)
   e) Civil Engineering
   f) Geotechnical cost estimating (✈)
   g) Graphic/copy design (e.g., preparation of signage, exhibits, brochures, presentations, handouts, etc.) (✈)
   h) Regulatory strategies (FEMA, ARB, EPA, Sustainability Programs, etc)

i) Environmental (e.g., aircraft noise, NEPA and CEQA requirements, effects on biotic communities)

Prospers having the above listed capabilities should submit a proposal clearly delineating your company's knowledge and experience in the specific area.

B. Projected Time Line and Length of Contract

Multiple consultant teams will be chosen to enter into professional services agreements with the Port to provide aviation planning consulting services on an as-needed basis for up to five (5) years.

C. Site Location:

All planning services associated with this RFP would be with the boundaries of the Oakland International Airport (1 Airport Drive, Oakland, CA 94621) or in the nearby airport environs.

D. Oakland Airport Badging Requirements

Depending on the length of the assignment, project team members may be required to attain Airport Badges. Badge Applicant will need to pass a Criminal History Record Check (CHRC) and/or Security Threat Assessment (STA) by the Transportation Security Administration (TSA). All related cost to Airport ID badging will be the responsibility of the consultant.

ID Badge fee information can be found here: http://oaklandairport.com/BadgeFeeInfo.shtml.

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 (NDSLBUP):

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

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

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

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

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: http://srd.portofoakland.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 NDSLBUP Program Affidavit.

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

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

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

3. Security Sensitive Information:
By submitting a proposal, Respondent acknowledges that in the course of performing services under the Agreement, the selected Consultant/Contractor will come into possession of sensitive information subject to Port regulation. The selected Consultant/Contractor will be required to comply strictly with the Port's policies and practices for sensitive information.

4. Living Wage Policy:
On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2017 is at least $13.32 with credit given to the employer for the provision to covered employees of health benefits, and $15.31 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 Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

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

5. Port's Standard Professional Services Agreement:
Submission of a proposal will confirm that the Respondent fully understands the provisions of the Port's Standard Professional Services Agreement **(Attachment 11),** which will be revised as necessary to be consistent with the provisions of this RFP, and will execute such revised agreement if awarded the contract. Any objections to any provisions in the Port's Standard Professional Services Agreement and/or this RFP must clearly be identified in your proposal. Changes are discouraged.

IV. Submission Requirements

The Port has scheduled a Pre-proposal meeting as indicated on the first page of the invitation for this RFP, to review the scope of services and the submission requirements.

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

Submittal Format:
All proposals shall be double-sided and shall not exceed 20-pages. printed on 8 ½" x 11" paper and formatted in no smaller than 10 point font. Each printed side counts as one page. Responses to Section 2c does not count towards the 20-page limit. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding.

1. **Introduction/Summary/Company Information:** Provide a summary of the proposed scope of work as perceived by the consultant team's review of this request for proposals. This section should include a brief description of the project issues and objectives as viewed by the proposer.

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

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

2. **Knowledge and Experience:** Provide relevant information about your company's knowledge and experience, including a list of three (3) or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience. Also, provide the names of key personnel who will be assigned to do the work under this project and provide their relevant experience. Information should be organized as follows:

    a. Name of the Prime Consultant's Project Manager and a brief summary of his/her professional experience.
    b. Names and titles of key consultant personnel from each firm that is a member of the team who will be assigned to the Port's contract, a brief summary of their skills and years of experience, and their anticipated assignments for Port projects, including extent of experience in the technical areas identified in the Scope of Services (above).
    c. Resumes of primary professional staff who will actually be assigned to the Port's projects. Note that once the contract is in place, no substitution of proposed senior staff or Project Manager may be made without Port approval.
    d. Descriptions of up to three relevant aviation planning projects. Include project status or outcome and added value of your services, as appropriate.

3. **Client References**: Provide names, addresses and contact information for three (3) current clients. Provide the size and scope of each project and a brief description of the projects. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.

4. **Plan and Approach**: Provide an overview describing understanding of the scope of services, proposed approach and team organization addressing the team'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 and the role of the prime consultant and subconsultants. Your services can be above and beyond the requirements listed in the "Scope of Service" section. Consideration will be given to teams including subconsultants located in the Local Impact Area (Oakland, Alameda, Emeryville and San Leandro) or Local Business Area (Alameda and Contra Costa counties), as outlined in the Port's Non-Discrimination and Small Local Business Utilization Policy (NDSLBUP) (see **Attachment 5**).

5. **Proposed Fees and Expenses:** Provide a schedule of fees or costs associated with the requirements of the scope of services including hourly rates for staff and any associated fees for specific services that might be utilized within the scope of services. If pricing/billing rate will change during the contract term, please describe the method of the change (i.e. CPI, etc.). See Attachment 4.

   The services to be provided through the on-call contracts will be reimbursed on a time and materials basis. **However, the Port will not pay directly for invoice preparation, billing of subconsultants, or the consultant's use of routine business equipment**, such as conventional desktop or laptop computers, cellular phones, conventional vehicles (cars and pick-ups without special equipment) and common expendable office supplies.

   The proposed billing rates will apply through **December 2019**. After that, the Consultant may submit a written request for specific billing rate increases not to exceed the San Francisco area Consumer Price Index for All Urban Consumers (CPI-U) for the December increase over the prior year. Written approval by the Port Contract Manager must be received prior to any billing at the new rates.

   Reimbursable expenses will be limited to specific expenses identified as parking, postage and delivery of work products; graphics supplies, reproduction when specifically requested and other items approved by the Port. Expenses associated with travel to Oakland from out of town will be approved in advance by the Port Project Manager.

6. **Debarment Statement:** Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and date your statement. If your company has been debarred, you will need to provide background information and the reason(s) for the debarment. Provide the name and contact information for the agency that debarred your company. The Port must review the reason(s) and duration for the debarment before it can determine if your company can be considered for this project.

7. **Litigation and Other Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, its principals, directors, and/or employees have been involved in during the last five (5) years relating to your company's services. Please list (a) name and court case or other identification number of each matter, (b) jurisdiction in which it was filed, and (c) outcome of matter (e.g. whether the case is pending, a judgment was entered, a settlement was reached or the case was dismissed). The Port will review the reason and timing of the action before it can determine if your company can be considered for this project. Failure to provide the litigation information may disqualify your proposal.

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

V. Evaluation Criteria

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

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

A. Evaluation Weights

Item	Criteria	Weights
	Adherence to Port Policy and Other Requirements and Debarment Statement Proposals from companies who have not or will not adhere to the Port Policy and Other Requirements or who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment will not be forwarded to the evaluation committee for review. (Items 6 and 8 of the Submission Requirements section.)	Pass/Fail
1	Company Information, Client References, Litigation and Other Information, and Required Forms Respondent's capacity to provide professional service as evidenced by past performance, company information, reference checks, litigation and other information, and required forms. (Items 1, 3, 7, and 8 of the Submission Requirements section.)	15%
2	Knowledge and Experience Respondent's practical and detailed knowledge of methodology and applications of aviation planning as evidenced from your response to item 2 of Submission Requirements section.	30%
3	Plan and Approach As evidenced from your response to item 4 of the Submission Requirements section.	25%
4	Proposed Fees and Expenses As evidenced from your response to item 5 of the Submission Requirements section, and as provided on the Proposal Cost Worksheet.	15%
5	Non-Discrimination and Small Local Business Utilization Policy Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points.	15%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port staff. 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 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. Public Records Act

Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

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.

D. Indemnification

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

E. Reimbursable Expenses

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

F. 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.

G. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, 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.

H. 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.

I. Law Compliance

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.

J. Respondent's Relationship

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

K. 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.

L. False Statements

False statements in a proposal will disqualify the proposal.

M. Taxes

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

N. Grade of Service

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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 five-year contract (if any) at the costs quoted in this proposal.

U. 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.

V. 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 , (Acting) Secretary of the Board, and received by the Port no later than 5:00 p.m. by the third (3rd) business day following publication of the identity of the apparent successful proposer (or of Notice of Intent to Award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific

portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

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

PORT OF OAKLAND

Non Collusion Declaration

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

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

Executed this _____ day of _____, 201__, at
_____, California

_____

Signature

Authority: Public Contract Code 7106
CCP 2015.5

PORT OF OAKLAND

Statement of Equal Employment Opportunity

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

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

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

_____
Signature

_____
Print Name

_____
Title

_____
Date

PORT OF OAKLAND

RFP Acknowledgement and Signature Form

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

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

Addendum Acknowledgement:

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

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.
3. I represent that I am familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that I do not know of any facts that constitute a violation of said Sections in connection with the proposal.

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

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

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: _____

_____

_____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____

PORT OF OAKLAND

Proposal Cost Worksheet

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

Provide a schedule of fees or costs associated with the requirements of the scope of services including hourly rates for staff and any associated fees for specific services that might be utilized within the scope of work. If pricing/billing rate will change during the contract term, please describe the method of the change (i.e. CPI, etc.). Identify project manager and key personnel assigned to this project.

Name/Position	Job Title	Function/Role	Hourly Rate

Type of Service	Additional Service Fee

Subcontractor/Subconsultant	Mark-Up Cost

Respondent Name: _____ Title: _____

Company Name: _____

Authorized Signature: _____ Date: _____

PORT OF OAKLAND

Non-Discrimination and Small Local Business Utilization Policy

Non-Discrimination: 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, the counties of Alameda and Contra Costa ("LBA"), particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The Port will also take into consideration what 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, participation in job/trade fairs, hiring interns, pro bono work, working with local schools, etc.

In evaluating proposals, up to 85 points will be allocated for technical excellence and 15 points for local and small local participation as follows:

- Up to 5 points will be credited for LIABE certified primes, and 2.5 for LBABE certified primes.
  Note: LIABE/LBABE 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, NOT for outside firms which plan to do the project work at a LIA/LBA office;

- 3 points for an LIABE certified prime (proportionate to the share of prime work in the case of a joint venture) and 1.5 points for an LBABE certified prime;

- Up to 4 points will be credited for VSBE certified primes, and 2 points for SBE certified primes; 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 prime's company name, role, location and LIABE/LBABE/SBE/VSBE status in the format shown in Attachment II. Be specific as to the nature and estimated percentage of the work to be performed by the prime.

2. Attachment 5-B, Local Community Participation Questionnaire, for the prime consultant.

Any proposal that fails to complete and submit the above two items will not be considered. For firms headquartered outside the LIA/LBA, who wish to obtain credit for local offices, the Port will only telephone or address mail to that office and expect personnel assigned to the project to work at that office.

To obtain credit for these factors and for any preference points on this RFP, consultants must submit:

- 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 proposal due

date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: https://srd.portofoakland.com/. 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.

For questions or assistance regarding this section, contact Donna Cason, (510) 627-1252, Port's Social Responsibility Division, or fax to (510) 451-1656.

PORT OF OAKLAND

Chart for Submitting Data for Calculation of Preference Points

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

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

Notes:

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

(Use additional paper if necessary)

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

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

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

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

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

PORT OF OAKLAND

Monthly Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR	BUSINESS ADDRESS	CONTRACT BID AMOUNT	DATE OF THIS REPORT

PORT PROJECT NAME	PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS	PROJECT COMPLETION DATE

(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				**$**	**$**	**$**	**$**		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.
If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

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

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

Distribution: **Original – SRD** **Copy To – Engineering Construction / Resident Engineer**

Instructions--Monthly Utilization of Local and Small Business Enterprises

(I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)

(II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

Column 1: Name and address of the firm performing work and/or supplying materials.
Column 2: Description of the work performed and/or materials supplied by said firm.
Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website **(http://www.portofoakland.com/srd/)** or by calling (510) 627-1419. 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 $15,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed $3,500,000

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

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

(III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

(IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:

PORT OF OAKLAND

Final Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR	BUSINESS ADDRESS	CONTRACT BID AMOUNT	DATE OF THIS REPORT

PORT PROJECT NAME	PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS	PROJECT COMPLETION DATE

(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				**$**	**$**	**$**	**$**		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.
If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

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

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

Distribution: **Original – SRD** **Copy To – Engineering Construction / Resident Engineer**

Instructions--Final Utilization of Local and Small Business Enterprises

(I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)

(II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

Column 1: Name and address of the firm performing work and/or supplying materials.

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://www.portofoakland.com/srd/)** or by calling (510) 627-1419. Refer to the following table for a description of the certification status:

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VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed $3,500,000

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

Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.

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

(III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.

(IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:

PORT OF OAKLAND

Non-Discrimination and Small Local Business Utilization Policy Program Affidavit

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

I hereby certify that _____ (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

PORT OF OAKLAND

City of Oakland City Charter § 728
Living Wage Information

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

1) Pay all non-exempt employees the living wage rates (As of July 1, 2017, $15.31 without health benefits or $13.32 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 $1.99 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
4) Provide all employees earning less than $12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
5) **Submit name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off in a web accessed monitoring system at https://www.elationsys.com/app/Registration/ by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of $500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor**. Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

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

PORT OF OAKLAND

Employer Self-Evaluation for Port of Oakland Living Wage

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

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*

2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*

3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than $50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*

4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*

5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor_____. *If no, stop here the business is not covered. If yes, go to question 6, exemptions for specified employees of a covered employer.*

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

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port?* If yes, stop here; the specified employee is exempt. If no, go to question 7.

7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less?* If yes, stop here; the specified employee is exempt. If no, go to question 8.

8. ☐ *Has the Business obtained a waiver that covers the employee?* If yes, stop here; the specified employee is exempt. If no, go to question 9.

9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized*

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

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends?* If yes, stop here; the specified employee is exempt. If no, go to question 11.

11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less?* If yes, stop here the specified employee is exempt. If no, go to question 12.

12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract?* If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.

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

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

Project Name (Be Specific)

Submit Completed Checklist To:
Connie Ng-Wong

Port of Oakland
Social Responsibility Division
530 Water Street
Oakland, CA 94607
Phone: (510) 627-1390 Fax: (510) 451-1656
Email: cng-wong@portoakland.com

PORT OF OAKLAND

Certificate of Compliance – Living Wage

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

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

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

Please check the appropriate box and sign below

☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;

☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than $12.00 per hour;

☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

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

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

_____	_____
Company Name	Signature of Authorized Representative
_____	_____
Address	Type or Print Name & Title
_____	_____
Phone and Email	Date

_____

Project Name (Be Specific)

Submit to: Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: cng-wong@portoakland.com

PORT OF OAKLAND

Statement of Living Wage Requirements

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

I hereby certify that _____(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

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

Please refer to Appendix C - Insurance of Attachment 11 - sample Standard Professional Services Agreement for insurance requirements.

PORT OF OAKLAND

Insurance Acknowledgement Statement

RFP No. 17-18/14 - As-Needed Aviation Planning Consulting Services

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

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

_____
Signature

_____
Print Name

_____
Title

_____
Date

PROFESSIONAL SERVICES AGREEMENT

(Attachment 11)

RFP 17-18/14

Between

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

And

«CONSULTANT»

[As Needed Aviation Planning Services]

(Contract No. _____)

Dated

«EffectiveDate»

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PROFESSIONAL SERVICES AGREEMENT

«CONSULTANT»
(As Needed Aviation Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on_____, between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (hereinafter "Port of Oakland' or "Port"), and **«CONSULTANT»** ("Consultant"), identified on Appendix D, who agree as follows:

1. Scope of Professional Services.

The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Payment"), which appendixes are attached and made a part of this Agreement. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Consultant on account of the Services performed shall be deemed payments as set forth in Appendix B.

2. Effective Date.

This Agreement shall become effective upon its execution by the Consultant and by the Port (including approval by the Port Attorney).

3. Standard of Performance.

The Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity of the Services.

4. Subconsultants.

The Consultant shall perform the Services using the persons and subconsultants listed in Appendix A, if any. The Consultant shall hire only qualified persons or firms who are experienced in performing work of a like nature and complexity as the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. The Consultant may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in the Port's discretion.

The Port of Oakland, as a Department of the City of Oakland, participates in the California Public Employees' Retirement System ("CalPERS"), and the use of any consultant or sub-consultant (and their employees) who have retired from a CalPERS agency shall be in compliance with applicable CalPERS rules and regulations.

5. Indemnification and Liability.

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

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

6. Notices.

The Port and the Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail. If to the Port, it shall be addressed to the Project Manager (identified on Appendix E) at:

Port of Oakland
530 Water Street
Oakland, CA 94607

or to such other place as the Port may by such similar notice in writing designate. If to the Consultant, the same shall be addressed to the individual and address noted on Appendix D hereto or to such other place as the Consultant may by such similar notice in writing designate.

7. Insurance.

At its own expense, the Consultant shall maintain in force during the term of this Agreement the insurance type(s) and in the amount(s) required by Appendix C hereof.

8. Independent Contractor.

The Consultant shall at all times herein be deemed an independent contractor wholly responsible for the manner in which it performs the Services under this Agreement, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between the Port and the Consultant, and no such relationship shall be implied from performance of this Agreement. The terms in this Agreement referring to direction from the Port

shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. The Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. The Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Consultant will issue the Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving the Port of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable City of Oakland business tax, not explicitly assumed in writing by the Port hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

9. Conflict of Interest; Confidentiality.

9.1 The Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

9.2 The Consultant represents that it has completely disclosed to Port all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of Port, or other officer, agent or employee of the Port or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by the Port for cause. The Consultant agrees to comply with all conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

9.3 The Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, the Consultant represents to and agrees with the Port that the Consultant has no present, and will have no future, conflict of interest between providing the Port the Services hereunder and any interest the Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port, as determined in the reasonable judgment of the Port. The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

9.4 The Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Port. The Consultant agrees that all information disclosed by the Port to or discovered by the Consultant shall be held in strict confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant agrees to notify the Port immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of the Services required under, or in connection with this Agreement.

9.5 Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. The Consultant shall not discuss the Services or Project, or

matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without the Port's prior written consent. The Consultant shall have the right, however, without Port's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform the Services under this Agreement.

9.6 The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

10. Suspension and Termination of Services.

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

11. Ownership of Work Product.

Any interest (including copyright interests) of the Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by the Consultant or its subcontractors or subconsultants in connection with the Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, the Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. Audit/Inspection of Records.

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

12.2 The Consultant shall maintain full and adequate records in accordance with the Port's requirements to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by the Consultant within a

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

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

12.2 The Consultant agrees to toll (a) commencing on the first day of any examination during the Inspection Period and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to any matter arising out of the Inspection Period examination; (b) commencing on the first day of any audit conducted by or on behalf of the Port of the Consultant's books, records or data with respect to this Lease (an "**Audit**") and ending four (4) years after the date that the Port delivers to the Consultant a written copy of the Port's final findings on the Audit, all applicable periods of any statutes of limitations with regard to any matter arising out of the Audit; and (c) with respect to any claim or right or cause of action of the Port not addressed in the immediately preceding clauses (a) or (b), and regardless of whether or not the Port commences an Audit, commencing on the day such claim right or cause of action arises, and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to such claim, right or cause of action.

13. Non-Discrimination.

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

14. Federal AIP Grant Compliance.

By executing this Agreement, Consultant agrees and certifies that Consultant will comply with the FAA Airport Improvement Program (AIP) provisions set forth below and Consultant shall

also include each of these provisions in all of its contracts and subcontracts related to this Agreement. For purposes of Sections 15-19, Consultant is sometimes hereinafter referred to as "Contractor" and the Port is sometimes hereinafter referred to as "Sponsor".

15. General Civil Rights Provisions.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

16. 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:

16.1. **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.

16.2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

16.3. **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.

16.4. **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.

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

- Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

- Cancelling, terminating, or suspending an Agreement, in whole or in part.

16.6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 16.1 through 16.5 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.

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

18. Fair Labor Standards Act.

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

19. Occupational Safety and Health Act.

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq; 29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20. Disputes.

Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

21. Dispute Resolution.

(a) In the event any dispute between the parties arises under this Agreement, the Parties shall make their best efforts to meet and confer in good faith in order to attempt to resolve the dispute on a basis satisfactory to both parties.

(b) This Agreement has been entered into in, and shall be governed by and construed in accordance with, the laws of the State of California, without regard to principles of conflict of law. All actions arising out of or filed in

connection with this Agreement shall be filed solely in the state and federal courts in Alameda County, California, and Consultant consents to the exclusive jurisdiction of such courts.

(c) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

22. No Third Party Beneficiaries.

Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

23. No Waiver.

The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Port representative, or certification by any governmental entity, shall in no way limit the Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of the Port and Consultant.

24. Statutes of Limitation.

As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of the Port's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

25. Covenant Against Contingent Fees:

25.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from the Consultant the full amount of the contingent fee.

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

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

25.4. As used in this Section, "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.

25.5. As used in this Section, "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.

26. Severability.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement, which shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

27. Compliance with Laws.

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

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

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

a. All Employees, as defined respectively under Port Ordinance No. 3666, and Section 728 of the Charter of the City of Oakland (Hereinafter "Living Wage laws"), as amended from time to time, engaged in Covered Activities (as defined in the respective Living Wage laws) shall be compensated in compliance with the requirements of the respective and applicable Living Wage laws;

b. Claims, records and statements relating to the Consultant's compliance with the Living Wage laws are true and accurate, and are made with the knowledge that

the Port will rely on same, and that they are submitted to the Port for the express benefit of Consultant's employees engaged in Covered Activities;

c. Should the Living Wage laws not apply to the Consultant at the time this Agreement is entered into, but thereafter become applicable, Consultant will comply with all of its obligations under the respective Living Wage laws, when applicable; and

d. All terms used in this Section 28.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

28. Agent for Service of Process.

Pursuant to California Code of Civil Procedure, Section 416.10, the Consultant hereby designates an agent for service of process as identified in Appendix D hereto.

The Consultant may at any time designate a new agent for service in the State of California by providing written notice, duly executed in the same manner as this Agreement, of the full name and address of its new agent. Unless otherwise agreed in writing by the Port of Oakland, no attempt to revoke the agent's authority to receive service shall be valid unless Port of Oakland has first received a duly executed designation of a new agent meeting the requirements of California law.

29. Department of Industrial Relations Requirements.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to California Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition, the Contractor and any subcontractors who will be performing the public works aspect of this project are required by law to be licensed and regulated by the Contractor's State License Board. The Contractor must be properly licensed for the particular public works aspects called for in this Agreement and must agree to comply with all applicable laws, regulations and requirements for public works of improvement.

30. Entire Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

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

By_____
J. CHRISTOPHER LYTLE
Executive Director

Date: _____

«CONSULTANT»
a _____ corporation,

By_____
Authorized Signature

_____
Print Name and Title
(If Corporate: Chairman, President or Vice President)

Date: _____

Attest _____
Authorized Signature

_____
Print Name and Title
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)

Date: _____

Approved as to form and legality this _____ day of _____ 2017.

_____
DANNY WAN
Port Attorney

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

Port Resolution No. «Resolution»

P.A.#: 2016 -_____

APPENDIX A –SERVICES

This is an appendix attached to, and made a part of, the Agreement dated «EffectiveDate» between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and «CONSULTANT» ("Consultant") for the provision of professional services.

SCOPE OF WORK

Consultant and Port agree that the terms and conditions set forth in the body of the Agreement supersedes any term, condition, or other language in this Appendix A or any other attached document that conflicts with or is inconsistent with those terms and conditions.

SCOPE OF WORK

1. Requirements of Work to be Performed by Consultant:

The work to be performed under this Agreement consists, in general, of _____ _____. The work will be on an "on-call" basis. The types of services required are are more specifically set forth on Appendix A-1 hereto.

The Port reserves the right to contract with other firms at any time for such services if it is deemed to be in the best interest of the Port.

2. Commencement and Term:

A. Subject to the provisions of this Agreement, the Agreement will be in effect for [no. of years] commencing on _____through _____.

B. The Port has the option of extending the Agreement for an additional *[no. of years]* in *[no. of years]* increments as authorized by the Executive Director, provided, however, that there shall be no increase in the maximum compensation payable hereunder.

3. Budget:

The estimated total costs of the total work, if annual extensions are approved by the Executive Director for the second and third years of the Agreement is **«Compensation»** however, the actual volume of work could be substantially less (or none at all) and execution of this Agreement does not constitute any guarantee of business or that any work or tasks will be assigned to Consultant.

4. If requested by the Port, Consultant shall submit a draft and a final report on all activities and tasks conducted under this Agreement unless an exception is made by the Project Manager. A status report shall be submitted for all tasks by the first day of each month to the Project Manager, if required.

5. Each work task assigned by the Port will have agreed upon scope, responsibilities of Consultant, costs, subconsultants, and time schedules. Each task shall be in writing and signed by both the Port (through the Project Manager) and Consultant in the form of a Technical Service Order as set forth on Appendix "A-1" hereto.

6. The Port is not obligated to reimburse the Consultant for work unless and until a specific task under this Agreement has been agreed to by the Port and Consultant in writing.

7. The Consultant shall coordinate closely with the Port staff on all work for each task.

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

_____
_____
_____

END OF APPENDIX A

APPENDIX A-1

TECHNICAL SERVICE ORDER FORM

CONSULTANT/ADDRESS:

DATE OF TSO: **TSO NO.:**

IMPORTANT NOTICES:

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

I. CONSULTANT AGREEMENT INFORMATION

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

II. SCOPE OF WORK

1. **PROJECT: Describe work and services to be furnished (or attach Appendix A-2).**

Check the box below if appropriate:

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

III. TIME SCHEDULE

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

IV. COST

4. MAXIMUM COMPENSATION FOR THIS TSO:

V. INSURANCE

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

Reviewed by: Risk Management:_____

APPROVALS

Originator: _____

Approved By:_____
Port Project Director/Manager

Accepted By: _____
Consultant

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

_____
_____
_____

TERM OF AGREEMENT:

A. The term of this Agreement shall be for _____year(s) commencing _____and terminating _____.

B. The Port has the option of extending the Agreement for an additional *[no. of years]* in *[no. of years]* increments as authorized by the Executive Director, provided, however, that there shall be no increase in the maximum compensation payable hereunder.

APPENDIX B – PAYMENT

This is an appendix attached to, and made a part of, the Agreement dated **«EffectiveDate»** between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and **«CONSULTANT»** ("Consultant") for the provision of professional services.

1. Basic Services. The Port will pay the Consultant for Basic Services, a maximum compensation of **«Compensation»**, which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If the Port and the Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Agreement Price established in this Appendix. Such maximum compensation may only be increased as follows:

☐ With the prior written approval of the Executive Director for an additional amount not to exceed the limit authorized by the Board in Resolution No. «Resolution». Increase in maximum compensation with additional changes in scope of work shall be documented by a supplemental agreement to this Agreement.

☐ With the prior written approval of the Executive Director for an additional amount not to exceed the limit authorized by the Port's Purchasing Ordinance. Increase in maximum compensation with additional changes in scope of work shall be documented by a supplemental agreement to this Agreement.

☐ With the adoption of authorizing resolution by the Board of Port Commissioners.

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

☐ upon completion of the work ☐ as invoiced

☐ monthly ☒ as set forth in the attached schedule.

3. Reimbursable Expenses. Reasonable expenses to be reimbursed upon approval of Project Manager.

☐ Yes

The services to be provided through this Agreement will be reimbursed on a time and materials basis. **However, the Port will not pay directly for invoice preparation, billing of subconsultants, or the consultant's use of routine business equipment**, such as conventional desktop or laptop computers, cellular phones, conventional vehicles (cars and pick-ups without special equipment) and common expendable office supplies.

The Billing Rates as set forth in the Attachment to this Appendix B will apply through **December 2019**. After that, the Consultant may submit a written request for specific billing rate increases not to exceed the San Francisco area Consumer Price Index for All Urban Consumers (CPI-U) for the December increase over the prior year. Written approval by the Port Contract Manager must be received prior to any billing at the new rates.

Reimbursable expenses will be limited to specific expenses identified as parking, postage and delivery of work products; graphics supplies, reproduction when specifically requested and other items approved by the Port. Expenses associated with travel to Oakland from out of town will be approved in advance by the Port Project Manager.

☐ No

☐ **Limits:**

4. Invoices. All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to PORT OF OAKLAND, Accounts Payable, P.O. Box 28413, Oakland, CA 94604.**

APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Agreement dated «EffectiveDate» between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and **«CONSULTANT»** ("Consultant") for the provision of professional services as defined and required by the Agreement (hereinafter "Services").

1. <u>Commercial General Liability Insurance</u>

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

2. <u>Business Automobile Liability Insurance</u>

- **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.

<u>3. Contractor's Pollution Legal Liability Insurance</u>

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

- **Definition of "Covered Operations**" shall include All work performed by Consultant or its contractors or subcontractors.

4. **Workers' Compensation and Employer's Liability Insurance**

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

5. **Professional Liability Insurance**

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** $2,000,000 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.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

Other Insurance Requirements:

- **Notice of Cancellation**. Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.

- **Proof of Insurance/Insurer Rating**. Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at the Consultant's expense and the Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.

- Please send certificates and other required insurance information to:

  Port of Oakland
  Attn: Risk Management Dept.
  530 Water Street
  Oakland, CA 94607
  Fax: (510) 627-1626
  Email: risktransfer@portoakland.com

APPENDIX D

CONSULTANT AND CONSULTANT'S NOTICE ADDRESS

Full Legal Name of Consultant: **«CONSULTANT»**

Corporate Address:

Form of Business Entity (Check one)

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

If Corporation: (*Required Information)*
Agent for Service of Process (Name and Address)

Contact Individual / Position:

Telephone No.:

Facsimile No.:

E-Mail Address (if any):

Website (if any):

Tax Identification No.:

APPENDIX E

PROJECT MANAGER

Division Director

Technical Manager