

# **REQUEST FOR PROPOSAL**

**FOR**

**Four Separate Food & Beverage  
Concessions Opportunities  
at  
Oakland International Airport**



**PORT OF OAKLAND**

AVIATION PROPERTIES DEPARTMENT  
OAKLAND INTERNATIONAL AIRPORT  
1 AIRPORT DRIVE – TERMINAL 1, BOX 45  
OAKLAND, CA 94621



## PORT OF OAKLAND

### REQUEST FOR PROPOSAL

#### Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport

The Port of Oakland (the "Port"), Oakland, California, is hereby soliciting competitive proposals for the above mentioned development opportunity. The successful Respondents will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, permits, and licenses to design, construct, maintain, and operate these food and beverage concessions opportunities.

#### Request for Proposal ("RFP") Information

<b>RFP Title</b>	Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport
<b>RFP Type</b>	Airport Concession
<b>RFP Issued</b>	<a href="#">May 4, 2018</a>
<b>Issuing Department</b>	Aviation Properties Department; Aviation Division
<b>Mandatory Pre-Proposal Meeting</b>	<a href="#">May 22, 2018</a> at 2:00 p.m. PDT Oakland International Airport Muir Woods Conference Room (Terminal 1 - 2 <sup>nd</sup> Floor)
<b>Scheduled Publication Date</b>	<a href="#">May 11, 2018</a>
<b>Proposal Due Date</b>	No later than 3:00 p.m. (PDT) on <a href="#">July 13, 2018</a>

#### Instructions for Submitting Proposals

<b>Submittal Address</b>	Port of Oakland Aviation Properties Department Attn: Brandon J. Mark 1 Airport Drive, Box 45 Oakland, CA 94621
<b>Submittal Copies</b>	One (1) Original copy clearly marked "Original", eight (8) Copies marked "Copy", and one .pdf electronic version on a flash memory device connectable to a computer by USB port.
<b>Submittal Envelope Requirements</b>	The Proposal package must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope and/or box: <ul style="list-style-type: none"><li>• Proposal Name</li><li>• Name of Your Company ("Respondent")</li><li>• Address</li><li>• Phone Number</li></ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above will be returned unopened to the Respondent.

## How to Obtain RFP Documents

Copies of the RFP documents may be obtained at:

Available	Location
Yes	Port of Oakland – Aviation Properties Department 1 Airport Drive Oakland, CA 94621 Monday through Friday 9:00 AM to 4:00 PM (510) 563-3647
Yes	Available at <a href="http://www.portofoakland.com/business/bids-rfps/">www.portofoakland.com/business/bids-rfps/</a>

## Questions about the RFP

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

<b>Primary Contact</b>	Brandon J. Mark Fax: (510) 636-0626 Email: <a href="mailto:concessions@portoakland.com">concessions@portoakland.com</a>
<b>Questions/Request for Information (RFI) Due Date</b>	<b>May 29, 2018 until 4:00 p.m.</b> Please submit questions and/or requests for information (RFI) as soon as possible. No questions or RFIs regarding any sections and/or attachments to this RFP (as hereinafter defined) will be accepted after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.  Email at: <a href="mailto:concessions@portoakland.com">concessions@portoakland.com</a>  Mail Address: Port of Oakland Aviation Properties Department Attn: Brandon J. Mark 1 Airport Drive, Box 45 Oakland, CA 94621
<b>Response Date</b>	<b>June 8, 2018</b> All pertinent questions will be responded to <b>via addendum</b> emailed to all prospective Respondents who attended the Mandatory Pre-Proposal Meeting and also placed on the Port's website. Respondents who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain RFP 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 (the "Board") at a public Board meeting, each Respondent and its representatives, agents, and affiliates, must not contact members of the Evaluation Committee, Port staff, the Board, the Port's consultants, City of Oakland staff, council members or officials to discuss or ask questions about the contents of this RFP or the selection process. All questions or RFI shall be submitted in writing as described in this RFP. Any inappropriate contact by a Respondent, its representatives, agents, and affiliates may result in the Respondent's proposal being disqualified.

When reviewing this RFP and its various attachments and exhibits, Respondents should note that:

- "Attachments" with numbers, refer to attachments to this RFP;
- "Exhibits" with letters, refer to exhibits to this RFP; and,
- "Exhibits" with numbers, refer to exhibits to the *Space/Use Permit*

## **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 to encourage and facilitate full and equitable opportunities for small and 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. Each successful Respondent shall comply with the Port's non-discrimination policy.

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 applicable *Space/Use Permit* according to the proposal that best serves the interests of the Port.



Brandon J. Mark, IAP  
Manager – Aviation Properties  
Oakland International Airport  
Port of Oakland



## **Table of Contents**

<b>I.</b>	<b>Concession Opportunities Overview.....</b>	<b>1</b>
<b>II.</b>	<b>Scope of Food &amp; Beverage Concessions Opportunities.....</b>	<b>7</b>
<b>III.</b>	<b>Port Policy Requirements.....</b>	<b>10</b>
<b>IV.</b>	<b>Submission Requirements .....</b>	<b>14</b>
<b>V.</b>	<b>Evaluation Criteria.....</b>	<b>18</b>
<b>VI.</b>	<b>Additional Provisions.....</b>	<b>19</b>

### **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	Statement of Adherence to Labor Peace Rule	Yes
5	Port of Oakland Airport Concession Disadvantaged Business Enterprise (ACDBE) Program A. Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprise B. Quarterly Report Certificate Letter	No  (Note: Quarterly and final reports are required after contract award.)
6	Disadvantaged Business Enterprise 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  (Note: Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes
9	Insurance Requirements (Incorporated into the form of <i>Space/Use Permit</i> )	No
10	Insurance Acknowledgement Statement	Yes
11	Proposal Deposit	Yes

Title		Must Be Returned with Proposal
12	Form of <i>Space/Use Permit</i>	No  (Note: The successful Respondent will execute the <i>Space/Use Permit</i> if awarded the contract.)

## **Exhibits**

<u>Exhibit "A"</u>	Terminal Map illustrating Food& Beverage Units with Existing Concessionaire Square Footage Plus Locations of Units in Packages 1, 2, 3 and 4
<u>Exhibit "B"</u>	Units Included in this Food & Beverage RFP; Location Plans (Tenant Design Standards Chapter 05), Pre-Security Exhibits (Chapter 06), Post-Security Exhibits (Chapter 07), and Conceptual Design (Appendix B)
<u>Exhibit "C"</u>	Details of Units and Concepts Proposed for Each Package
<u>Exhibit "D"</u>	Initial Minimum Annual Guarantee (MAG) per Unit
<u>Exhibit "E"</u>	Resolution No. 17-35: Labor Peace Rule
<u>Exhibit "F"</u>	Resolution No. 18-35 (Draft): First Source Referral and Non-Discrimination Against Applicants with History with Criminal Justice System in the Employment of Concession Employees
<u>Exhibit "G"</u>	Evaluation Criteria for the Prime Concessionaires Packages 1 and 2
<u>Exhibit "H"</u>	Evaluation Criteria for the Independent Small Business Operator Packages 3 and 4
<u>Exhibit "I"</u>	Mandatory Submittal Forms
<u>Exhibit "J"</u>	Gross Sales for all Food & Beverage Concessions for Calendar Years 2016 and 2017
<u>Exhibit "K"</u>	List of Existing Environmental Reports for Port Buildings where Units are Located
<u>Exhibit "L"</u>	Port Resolution No. 16-144: <i>Policy for Awarding Concession and Customer Service Privileges in the Terminal Building at Oakland International Airport</i> adopted December 15, 2016
<u>Exhibit "M"</u>	Small Business Self-Certification Form
<u>Exhibit "N"</u>	Airport Concession Disadvantaged Business Enterprise Program and Small Business Enterprise Race and Gender-Neutral Clause

## **I. Concessions Opportunities Overview**

The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port") is soliciting proposals for **Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport**. This request for proposals ("RFP") will result in the award of four (4) individual concession privileges for the construction/reconstruction, maintenance, and operation of Concession Units ("Unit" or "Units") located throughout the Terminal Complex to serve all passengers, tenants, employees and visitors at the Oakland International Airport ("OAK" or the "Airport"). The Units are listed on [Exhibit "B"](#) and each Unit is the total amount of space for the Unit Number (#). Each of the four successful Respondents will enter into a non-exclusive, long-term *Space/Use Permit*, substantially in the form attached to this RFP, with the Port that governs the construction, maintenance, and operation of a package of Units or an individual Unit.

### **A. Recent History of Concessions at OAK**

In 2005, the Board adopted its first Concessions Policy<sup>1</sup> which states in part: "Competitive proposals will be used for those concession or customer service privileges where type of service, volume of business to be generated, quality of services or products, and demonstrated capability and depth of management can be clearly differentiated among several operators." Specifically, food and beverage, news, gifts, and specialty retail concession opportunities are included in the Policy. In 2006, with:

- The anticipated opening of the new Terminal 2 ("T2") extension (Gates 26 through 32); and,
- The pending expiration of the existing single-operator, food, beverage and retail concession agreement with CA1 (owned by Delaware North Companies) for all units in Terminal 1 ("T1") and the original portion of Terminal 2 (Gates 20 through 25),

the Port issued a series of RFPs for all concessions locations that resulted in the following long-term contracts with a concurrent expiration date of May 31, 2018:

- Andale Management Group, Inc. operating Andale Café – full service bar and restaurant in T2.
- Gotham Foods Two LLC operating Firewood Café – quick-serve restaurant in T2.
- Host International, Inc. operating<sup>2</sup> or subleasing<sup>3</sup>:
  - Fifteen news/gifts/retail units located throughout T1 and T2;
  - Five bar/restaurants;
  - Four specialty coffee outlets;
  - Two multi-concepts/food courts; and
  - One quick-serve restaurant.
- Taste, Inc. operating Vino Volo – wine bar in T2; subsequently, Taste, Inc. opened a second Vino Volo location in T1.
- Youth Employment Partnership (YEP) operating two Training Grounds coffee locations in pre-security T1 and T2 (due to operational/revenue issues, in 2014, the Port allowed YEP to close the T1 location).

In 2014, to accommodate a corporate break-up of Host's food and beverage operations from its retail business, the following occurred:

- The Host contract was amended to delete all retail units;

---

<sup>1</sup> Resolution No. 05-079: Policy for Awarding Concession and Customer Service Privileges in the Terminal Buildings at Oakland International Airport, adopted March 15, 2003.

<sup>2</sup> Operated Units: Auntie Anne's, Chili's, CPK ASAP, Eight Bar, Fenton's, Heinholds First & Last Chance, Max's, Pyramid Ale House, and Starbucks (4 locations).

<sup>3</sup> Subtenant Units: Burger King, Gordon Biersch, Jamba Juice, Silver Dragon Café, and Subway.

- A new contract with World Duty Free Group (WDFG) covering Host's former retail units was approved by the Board with an extended expiration date of May 31, 2021. WDFG is owned by Dufry AG and operated by Hudson Group; and
- The contract with Vino Volo was extended to May 31, 2021.

Gross Sales for all OAK Food & Beverage Concessions for Calendar Years 2016 and 2017 are attached as [Exhibit "J"](#).

The food and beverage contracts with Andale Management Group, Inc. (operating Andale Café), Gotham Foods Two LLC (operating Firewood Café), and Host International, Inc. will be extended through January 31, 2019. The contract with Youth Employment Partnership (operating the Training Grounds in Terminal 2 Baggage Claim/Security Checkpoint) will expire as scheduled on May 31, 2018.

## **B. Goals of the New Concession Program**

This RFP and the planned redeveloped food and beverage concession program are consistent with the Port's overall business strategy for the Airport in its role as California's fourth busiest airport and the low-cost airport serving the Bay Area. OAK serves:

- ✧ Almost 14 million annual passengers;
- ✧ A collection of fifteen low-fare and legacy, domestic and international airlines<sup>4</sup>;
- ✧ More than sixty non-stop destinations;
- ✧ A healthy mix of business travelers plus vacation and leisure travelers including those visiting friends or family;
- ✧ A significant number of international passengers with fourteen destinations to Europe and Mexico<sup>5</sup>.

The Airport's customers are value oriented, and the Port is seeking four concessionaires who can provide high quality services at affordable prices. The use of well-known, established local, regional, and national brands is strongly encouraged as a means of achieving these objectives, with particular emphasis on "local" concepts.

The Port's Goals for the redeveloped concession program are summarized below and are not ranked in any particular order. Respondents are strongly encouraged to consider these goals when preparing their Proposals.

1. Develop well designed, high-quality, attractive and durable new facilities;
2. Provide high quality concession services at affordable prices;
3. Provide great customer service;
4. Maximize sales and, therefore, revenue to the Port;
5. Offer a mix of proven and established local, regional and national brands, with a strong emphasis on local brands;
6. Make a good faith effort to meet the Port's aspirational ACDBE goals. See [Section IV.B.](#) of this RFP for additional information. Make a good faith effort to outreach and seek participation from Small Businesses; and,
7. Recruit qualified and consistent concession workforce and assure non-disruption of operations.

The Selection Criteria that will be used by the Concessions Evaluation Committee are included as [Exhibit "G"](#) and [Exhibit "H"](#) of this RFP.

<sup>4</sup> Alaska, Allegiant, American, Azores, Boutique, British, Contour, Delta, Hawaiian, JetBlue, Level, Norwegian, Southwest, Spirit and Volaris

<sup>5</sup> Barcelona, Copenhagen, Guadalajara, Leon, London, Mexico City, Morelia, Oslo, Paris, Puerto Vallarta, Rome, San Jose del Cabo, Stockholm and Terceira

## **C. Business Terms and Conditions of the Food & Beverage Concessions Opportunities**

### **1. Basic Terms:**

- a. Four Packages – See [Exhibit "A"](#) – Terminal Map with Units Identified and [Exhibit "C"](#) – lists all Concessions Units; specifically:
  - i. Two multi-Unit packages for Prime Concessionaires with approximately equal number of spaces/square footage spread throughout T1 and T2, Packages 1 and 2.
  - ii. Two independent Units located in high traffic areas of T1 and T2 that are reserved for Small Businesses ("Independent Units"), Packages 3 and 4.
- b. Prime Concessionaires may prepare and present proposals for Packages 1 and 2; however, a single Prime Concessionaire will not be awarded both packages. Should a single Prime Concessionaire receive from the evaluation process the highest score on both Packages 1 and 2, that Prime Concessionaire will choose which of the two Packages it wishes to operate. Staff will then recommend to the Board the award of the other package to the second highest scoring Prime Concessionaire for that other package.
- c. Each Independent Unit will be awarded to a separate Small Business operator.
- d. Term = 10 years + 11 Months.
  - i. Interim Term: Occupancy for transition/construction as of February 1, 2019 through midnight December 31, 2019;
  - ii. Primary Term: Commences January 1, 2020 for a term of ten (10) years through midnight December 31, 2029 (see [Section 3.c.](#) below)
- e. Minimum Initial Capital Investment = \$600 per square foot
- f. Minimum Mid-term Capital Investment = \$150 per square foot
- g. Marketing Fund = 0.5% of Gross Receipts for each Unit (not per package)

- 2. Recommended Concepts & Packages:** [Exhibit "C"](#) includes a table that shows the Units assigned to each package. [Section II.A](#) defines the food and beverage categories. Although the Port emphasizes local concepts, the Port does not recommend any specific local, regional and/or national concepts or brands for any package or Unit.

- 3. Rental Structure:** All rental rates are calculated for each Unit based on the Gross Receipts generated by the total Unit; not per package or concept(s) within a Unit. The Concessionaire will pay MAG or percentage rent, whichever is greater.

- a. Percent Rental Rates:
  - i. The percentage rent will be calculated using the steps below for each Unit. The total percentage rent due shall be the sum of the individual rent calculations for each Unit, which shall be compared with the MAG by Unit to determine the amount due each month.
  - ii. 8% First \$1,000,000 in Gross Receipts; plus
  - iii. 10% Gross Receipts from \$1,000,001 to \$2,000,000; plus
  - iv. 12% Gross Receipts in excess of \$2,000,001; plus
  - v. 15% Alcoholic Beverages
  - vi. 15% Related Retail Merchandise
  - vii. Stepped percentage rents are applied to each layer of gross receipts.
  - viii. Each Unit (even those that share the same trade name) will be treated as a stand-alone business for the purposes of calculating percentage rent.
  - ix. The Port will not consider any alternative percentage rent structure from any Respondent.

- b. Minimum Annual Guarantee (MAG)
  - i. The MAG is calculated on a square foot basis for each Unit commencing with the earlier of the opening of each reconstructed or new Unit or January 1, 2020.
  - ii. During the time an existing unit is closed for renovation there will be no MAG payable. Instead, Respondent will pay monthly percentage rent in an amount described in [Section I.C.1.](#) above for gross receipts of the temporary unit until such time as the renovation is completed and the Unit is reopened for business to passengers or the public.
  - iii. Post Security, Units < 1,000 SF = \$250/SF
  - iv. Post Security, Units 1,000 to 5,000 SF = \$200/SF
  - v. Post Security, Units > 5,000 SF = \$100/SF
  - vi. Pre-Security, each Unit = \$75/SF
  - vii. The Initial MAG for each Unit is shown on [Exhibit "D"](#) (subject to adjustment based on post-construction, as-built drawings).
  - viii. Each Unit (even those that share the same trade name) will be treated as a stand-alone business for the purposes of calculating the MAG.
  - ix. Annual MAG will be recalculated and reset on a per-Unit basis at 85% of prior year payments (MAG or percentage rents), but never less than the Initial Minimum Annual Guarantee.
  - x. The Port will not consider any alternative MAG or rent structure from any Respondent.

- 4. **Temporary Facilities:** Respondent should consider the impact of construction during the Interim Term. As Units are closed for reconstruction during the construction period and in order to meet passenger demand, the Port will permit the reasonable use of carts and temporary facilities that do not interfere with passenger flows or airline operations. All temporary facilities shall be subject to Port and other applicable governmental approvals.
- 5. **Pricing Policy** = Street + 10%
- 6. **Benefits Fee** = +3% (Not attributable to Gross Receipts)
- 7. **Operating Hours:** All Units (and concepts within Units) must be open and fully operational from 4:00 a.m. to 11:00 p.m., seven days per week with no exception for holidays. These hours of operation may be extended or shortened as approved in writing by the Director as determined by the Director to accommodate security checkpoint, airline schedules or other operational needs. If the Director extends or shortens this required 4:00 a.m. to 11:00 p.m., the Respondent will be given thirty (30) days written notice. In addition, the Director may require the Units to be open and fully operational in the event of emergency or major disruption of Airport operations.
- 8. **Tenant Infrastructure Fee:** There will be no Tenant Infrastructure Fee applied to any Unit; the current food and beverage concessions contracts include a Tenant Infrastructure Fee levied at the rate of \$1.00 per square foot).
- 9. **Labor and Employment Requirements:** Successful Respondents must comply with federal, state, local and Port regulations relating to labor and employment. As well, successful Respondents must adhere to Port policies and contract requirements relating to the Port's proprietary interest in the hiring of qualified and consistent workforce at airport concessions and non-interruption of concession operations. See [Section III](#) of this RFP.
- 10. **Experience & Qualifications:**
  - a. Each Respondent for a Prime Concessionaire, Packages 1 and/or 2, or its majority partner, must have significant experience operating in an airport environment. At a minimum, Respondent must have operated:
    - i. In a food and beverage concession in at least three airports;

- ii. In those airports for three continuous years within the last five years; and,
  - iii. At least one airport food and beverage concessions operation must have generated at least \$5 million in annual gross sales in at least one of those three years.
  - iv. Businesses without this experience and minimum qualifications are encouraged to partner with an entity(ies) with such experience.
- b. Each Respondent for an Independent Unit, Packages 3 and 4, shall have significant experience operating a food and beverage business and meet the following minimum requirements:
  - i. Be a certified "Small Business" by a bonafide agency or by Self-Certification Form ([Exhibit "M"](#)) and defined as a firm with not more than \$15 million average annual gross receipts operating a food and beverage operation in the preceding three years (not more than \$45 million total over the three-year time frame). A copy of the SBE certification letter from a bonafide agency or the Self-Certification Form must be submitted with the Proposal;
  - ii. May be an ACDBE;
  - iii. Not required to be a local business; and
  - iv. Airport experience preferred.
- c. Any proposal received from a Respondent who does not meet all of the above Experience and Qualifications requirements will be deemed non-responsive.

**11. Proposal Evaluation Criteria:** The Port will be utilizing similar but separate evaluation criteria for the Prime Concessionaire Packages 1 and 2 ([Exhibit "G"](#)) and for the Independent Small Business Packages 3 and 4 ([Exhibit "H"](#)). In addition, outreach efforts to include Small Business, DBE and ACDBE participation will be evaluated by supporting documentation. The SBE outreach efforts will be evaluated on a Pass/Fail basis. Proposals that do not meet the SBE outreach requirement will be rejected ([Exhibit "N"](#)).

**12. Strategic Beverage Partnership:** The Port is contemplating entering into a strategic beverage partnership – also known as an "Exclusive Pouring Rights Agreement" – with one of the major beverage companies to become the exclusive provider of all (with minor exceptions) non-alcoholic and non-brewed beverages at OAK. The Port would go through the request for proposals process outlined in the Concessions Policy, and if an Exclusive Pouring Rights Agreement is entered into by the Port, the successful Respondent for each package will be required to participate. The Port would provide adequate notice (expected to be at least six months) to each successful Respondent to prepare the Units to accommodate the selected strategic beverage partner.

***D. Mandatory Pre-Proposal Meeting for Potential Respondents to the Four Separate Food & Beverage Concessions Opportunities Request for Proposals***

A Pre-Proposal Meeting will be held on [May 22, 2018 at 2:00 p.m.](#) at the Muir Woods Conference Room, located in Terminal 1 at Oakland International Airport. The meeting will provide an opportunity to ask general questions, submit comments and requests for information (RFI) regarding this RFP and its attachments including the *Space/Use Permit* and to briefly visit the existing concession spaces and the storage and support spaces.

After the Pre-Proposal Meeting, the Port will receive and respond to questions or comments relating to provisions of the RFP and its attachments submitted in writing and received by the Port on or before May 29, 2018. All questions must be submitted in writing to the Airport's concessions email address at [concessions@PortOakland.com](mailto:concessions@PortOakland.com). Oral questions, either in person or via recorded voicemail message, will not be accepted.

Port will respond to all relevant questions and RFIs submitted by the deadline above, **via addendum to the RFP** which will be emailed to all prospective Respondents on record as having attended the Mandatory Pre-Proposal Meeting and also placed on the Port's website. However, it is the Respondents'

responsibility to review all addendum available on the Port's website and the Port's failure to send email to the respective Respondents shall not constitute any failure to notice any prospective Respondent of an addendum or any cause for protest or contest of the concession selection. See the "How to Obtain RFP Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

The Pre-Proposal meeting is mandatory for any party submitting a Proposal. If a Respondent fails to attend the Pre-Proposal meeting, any Proposal submitted by that Respondent will be rejected by the Port. Only direct representatives of potential Respondents will be eligible to register as a Respondent; agents, lobbyists, etc. may not register as a Respondent, but may attend the Pre-Proposal Meeting.

In addition, the Port has held two Open House/Outreach Meetings on February 6, 2018 and February 7, 2018, prior to this issuance of this RFP to provide information on the potential business opportunities presented by this RFP.

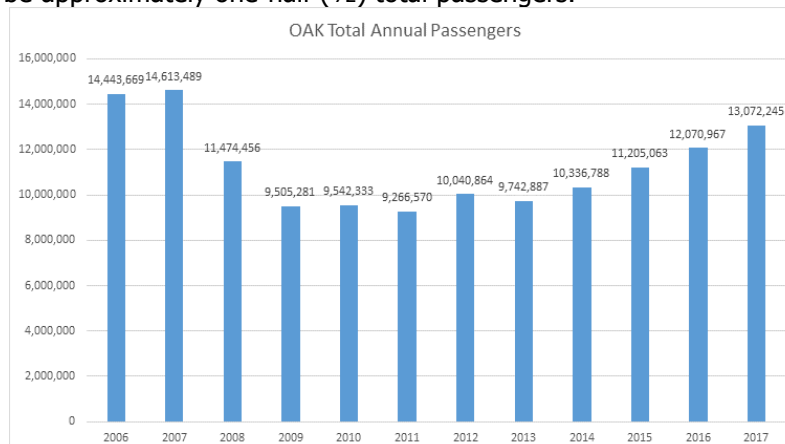
### Other Project Requirements

The successful Respondent must comply with and be committed to all Port Policy Requirements described below, including the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise ("ACDBE") Rules the Port's related ACDBE Program, the Labor Peace Rule detailed in [Exhibit "E"](#), and the Port's Maritime and Aviation Project Labor Agreement detailed in [Paragraph III.F](#) below. The successful Respondent must also comply with all applicable laws, regulations, and requirements governing both the construction and the maintenance/operations of the food and beverage concession opportunities.

### About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is one of the top ten busiest container ports in the U.S. The Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. 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.

Oakland International Airport is the fourth busiest airport in California and the second busiest in the San Francisco Bay Area. Serving almost 14 million travelers annually with over 350 daily passenger and cargo flights, OAK is the closest airport to the region's top business and tourism venues. Oakland's air service roster to over 60 destinations is scheduled on 15 different airline brands – nine of which operate with OAK as their sole gateway into the San Francisco Bay region. International passenger volume is up over 150% from last year. The below graph provides the total annual passengers transiting through OAK over the past dozen years (CYs 2006 through 2017); traffic is split evenly, so enplanements should be considered to be approximately one-half ( $\frac{1}{2}$ ) total passengers.





## **II. Scope of Food & Beverage Concessions Opportunities**

**A. Definitions and Specifications:** OAK is allowing Respondents flexibility in choosing the types of concepts for the Airport's Food & Beverage Concessions Program (Program), including the mix of local, national, and proprietary concepts. Breakfast, lunch and dinner menu items are expected to be provided at each concept. The depth of menu items will be dependent on the size of each Unit. Retail merchandise will not be allowed to be sold in each Unit unless directly related to the concept. In addition, adequate seating should be provided to support the concept. Definitions of each category are provided below:

1. **Full Service Restaurant/Lounge:** A Full Service Restaurant (Restaurant/Lounge) is a sit-down eatery where customers are typically seated by a host and given a broad range of menu options to choose from, depending on the type of food. The food is served directly to the customer's table, and customers pay after they have finished the meal. These establishments generally sell alcoholic beverages, which are served at the table or in a lounge or bar area setting. The Restaurant/Lounge is expected to provide takeout service from a *To Go* counter as well.

At a minimum, OAK is expecting to have one Restaurant/Lounge in each terminal, the locations are T1-FB-G8 and T2-FB-G28. In addition, at the option of the Respondent for Prime Concessionaire Package 2, Unit# T2-FB-G25, a Restaurant/Lounge may also be proposed for this location, either for the entire space or a portion of the space, in combination with a fast casual/quick serve concept(s).

2. **Quick Serve:** A Quick Serve Restaurant offers quick, "value-priced" meals made the same way from unit to unit. Quick Serve restaurants offer limited menus, and rarely provide table service. They may serve alcohol, but on a limited basis. The Quick Serve's value meals generally attract families traveling with children and cost-conscious travelers. Quick Serve customers expect to experience the same food quality, service, and pricing from unit to unit.
3. **Fast Casual:** A Fast Casual Restaurant is viewed as a hybrid of quick serve and casual full-service dining that provides counter service and offers more customized and freshly prepared meals than traditional quick serve restaurants. Customers pay for their meals at the counter when ordered. Many fast casuals bring a customer's order to the table. In addition, fast casuals may offer alcohol service. Price points are typically right in between full service and quick serve menu prices. Several factors, including affordability in conjunction with meal quality, atmosphere/ambiance, taste, convenience, and customer service, form the basis for Fast Casual restaurants.
4. **Coffee with Food:** Coffee concepts are an important food and beverage service to passengers. Today's coffee concepts mean much more than just coffee. They have evolved to include more extensive food and beverage offerings for all parts of the day, and some serve alcoholic beverages. In addition, operators of coffee concepts have partnered with popular local deli and dessert concepts to increase name recognition and expand menu offerings.
5. **Café/Bar & Coffee:** The two Café/Bar and Coffee Units located on the pre-secure side are intended to serve, passengers, meeters/greeters and airport/airline employees and provide a variety of food and beverage options, including an area for seating. Alcoholic beverages are also expected to be served.
6. **Open Concepts:** Two Units have been designated as Open Concepts. They are in the area where the moving walkways are currently located in Terminal 2 between Gates 25 and 26. The moving walkways will be removed and three retail kiosks will be located in this area. In addition, two new food and beverage Units will be located at either end of the area where the moving walkways are currently located (see Appendix B of Exhibit "B", pages 114 through 117). These new Units will be constructed and paid for by the Prime Concessionaire. These new Units are expected to offer freshly prepared food items, and a variety of beverages, including alcoholic beverages. The type of concept will be at the

discretion of the Respondent. Cooking or grilling will be allowed if the successful Respondent does not vent upward or penetrate through the roof.

The Port is seeking a contemporary Program with food prepared as close to order time as possible, preferably within the unit where it will be served. Commissary operations with pre-prepared and/or pre-packaged foods are discouraged in the casual dining/bar, fast casual and quick-serve categories.

Respondents should develop the concession mix, concepts, and facility plans accordingly, and make provision for cooking facilities within each concession unit to the maximum extent practicable or allowable.

The menus for each unit must conform to the requirements for each category, as provided in [Exhibit "C"](#) and as will be incorporated into the *Space/Use Permit*. Requests for deviations from the requirements for each category, if any, should be noted in the Proposal. However, the justification for the change in category may be considered in the evaluation of each Proposal.

## **B. Development/Reconstruction of Food & Beverage Concession Units**

1. The four separate food and beverage concession opportunities as defined in Prime Concessionaire Packages 1 and 2, and Independent Unit Packages 3 and 4, involve the development and reconstruction of restaurants, bars and food and beverage Units at OAK.
2. Each Respondent will be expected to redevelop completely each existing space on a schedule that will allow for the orderly phasing of construction such that a reasonable level of service will be provided to the traveling public, employees and other users of the Airport. A proposed Phasing Plan, including a construction and phasing schedule, is a requirement of this RFP and see [Section IV. TAB B 5](#).
3. The requirements for conceptual design and construction plan review are contained in the Tenant Design Standards; as of the date of publication of this RFP, the Tenant Design Standards have not been finalized. When completed, the Tenant Design Standards will be posted on the Port's website as an Addendum to this RFP.
4. The Port's Environmental Programs & Planning Division has compiled a list ([Exhibit "K"](#)) of environmental reports covering the buildings at the Airport where the Units are located.
5. Storage and Support Spaces
  - a. There are food and beverage storage and support areas in each terminal and will be assigned to each package (spaces still to be determined) and incorporated into the *Space/Use Permit*. Some additional storage space may be available and will be leased under a separate agreement from the *Space/Use Permit* for a term of year-to-year under the Port's standard form of agreement for this type of space, which may be updated from time-to-time by the Port. There is no assurance that the terms of such agreements will be extended. Additional space may be available on a month-to-month term.
  - b. Storage and support space will be subject to a rental payment. The current Airport rental rate of Category VIII – Concessions Storage for FY2017/18 – is [\\$4.897](#) per square foot, per month. The annual rental rate will be subject to adjustment each year effective October 1st, with the annual adoption of the Airport Rates and Charges.
6. Square Footage Information: Respondents should refer to the space exhibits attached as [Exhibit "B"](#) when preparing facility plans and conducting their due diligence with respect to this RFP. The Concession Plan shown on [Exhibit "A"](#) is not drawn to scale and should only be used as a general indicator of Unit locations.
7. Delivery Information: In anticipation of future security requirements for screening concessions goods to be delivered to airside locations, the Port has earmarked two loading docks for the centralized receiving, storing, and subsequent distribution of goods to airside (post-security) locations for secured transport to the Terminal. Requirements for security screening of employees and goods are established by the Department of

Homeland Security and may be changed from time to time. Concessionaires shall be responsible for complying with these requirements or any future requirements as well as any associated costs.

8. Minimum Investment Requirements

- a. Costs of Design and Construction: The successful Respondent, at its cost, will be responsible for the design of its facilities, and for the acquisition of all necessary approvals and permits, construction, and financing. As part of this process, the successful Respondent will be required to coordinate its activities with other airport tenants, contractors, and the Port so that the successful Respondent's work will not interfere with or cause a delay in any other construction activities authorized by the Port.
- b. Capital Investment Commitment:
  - i. Concession facilities at the Airport will be subject to intensive use every day of every year of the term. Therefore, the Port desires that facilities be not only attractive and functional but also constructed with high-quality finishes and materials that are durable and capable of handling continual use by passengers with their baggage.
  - ii. A minimum initial investment requirement of \$600 per square foot has been established. Of this amount, not less than 85% must be expended on construction "hard costs" of materials, direct labor, equipment, finishes, signage, lighting, HVAC, and other construction costs exclusive of "soft costs" of design, engineering, construction supervision, permitting, specialist consultants, overheads, corporate construction administration, and other fees. Respondents should be aware that construction will need to take place largely in areas that are subject to tight security restrictions and that are within a busy working Airport. Respondents are encouraged to obtain experienced professional advice with regard to the cost and challenges of constructing improvements at the Airport, and to familiarize themselves with the requirements of the Port. The Port will not be responsible for costs that exceed the minimum investment requirement.
  - iii. The Respondent will be required to document its construction costs and submit the final documentation to the Port. In order to ensure that the committed investment is made, the Respondent will be required to pay the Port any difference between the minimum capital investment proposed by Respondent and the actual costs of construction.
- c. Mid-Term Refurbishment:
  - i. A Mid-Term Refurbishment minimum of \$150 per square foot is also required. This is a firm commitment to reinvest in the facilities and update and upgrade to reflect current needs and demands (as of January 1, 2025). The Mid-Term Refurbishment minimum is not for ordinary or deferred maintenance, which is an ongoing requirement, but a commitment to provide additional capital investment to update and upgrade facilities, finishes and other amenities.
  - ii. The Mid-Term Refurbishment requirement, which is an obligation to be satisfied beginning January 1, 2025 and to be completed no later than June 30, 2025, is subject to prior consultation and approval by the Port.
  - iii. To guarantee that funds are available to complete the Mid-Term Refurbishment, Respondent will be required to pay into a Refurbishment Fund, as more fully described in Paragraph E.2.(c) of the *Space/Use Permit*.

**C. Management and Operations**

Each food and beverage Concession Unit must provide contemporary, healthful and popular food and beverage offerings in a setting that defines a "sense of place" identified as Oakland,

the East Bay, San Francisco Bay Area, Napa Valley, and Northern California. Each Unit must maintain appropriate personnel to provide expedient and courteous service at the highest standard of similar bars, restaurants and other eating establishments. Each Unit must be constantly maintained to the highest standards and must also be adequately refurbished and renovated at least one time approximately at the midpoint of the term, as set forth in the *Space/Use Permit*. The successful Respondent will take all measures, to the fullest extent provided by law, to avoid disruption of service and ensure continuity of operations, including by adhering to the Labor Peace Rule ([Exhibit "E"](#)).

#### **D. Financial Offer and Investments**

1. These concession opportunities involve the development, construction, reconstruction and operation of food and beverage Units within the Terminal Complex at the Airport at the sole cost of each successful Respondent.
2. The rental structure is defined in [Section I.C.3.](#), above. The Port will not accept any Proposal that offers an alternative rental structure; such Proposal will be rejected from consideration.
3. The Port shall not be responsible for any costs associated with the financing, design, construction, installation, operation, maintenance, or any required upgrades to facilities throughout the term of the *Space/Use Permit*.

#### **E. Projected Timeline and *Space/Use Permit***

1. Submission of a Proposal will confirm that the Respondent fully understands the provisions of the *Space/Use Permit* and will execute such *Space/Use Permit* if awarded the concession opportunity. The *Space/Use Permit* shall be effective upon approval by the Board.
2. Each successful Respondent is expected to take possession of each unit on February 1, 2019, to immediately implement its transition plan as described in its Proposal, and to complete construction and begin operations of each/all Units no later than January 1, 2020. The overall term of the *Space/Use Permit* will consist of:
  - a. An Interim Term for transition/construction of eleven (11) months (February 1, 2019 through December 31, 2019), and
  - b. A Primary Term of ten (10) years (January 1, 2020 through December 31, 2029).
3. Rent shall be calculated as follows:
  - a. During the Interim Term:
    - i. During operation of existing Units or construction of new Units when existing Units are closed and temporary Units are used, operators will pay only Percentage Rent.
    - ii. When new Units are completed and operational, operators will pay the greater of MAG or Percentage Rent.
  - b. The Primary Term begins on January 1, 2020. The first year's MAG for each Unit shall commence, whether or not construction on the Unit has been completed and/or the Unit is open for business. The rent shall be the greater of MAG (adjusted annually) or Percentage Rent for the remainder of the Primary Term.

### **III. Port Policy Requirements**

The selected Respondent must comply with the following Port Policy Requirements:

#### **A. Labor Peace Rule**

The successful Respondent must fully adhere to the Labor Peace Rule attached as [Exhibit "E"](#) to this RFP and in [Exhibit 15 to the \*Space/Use Permit\*](#), which requires, among other things, that

the successful Respondent provide evidence of a Labor Peace Agreement prior to executing the *Space/Use Permit*. All Respondents must complete **Attachment 4** (Statement of Adherence to Labor Peace Rule) and return it with their Proposal.

## **B. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program**

The successful Respondent is subject to the requirements of the U.S. Department of Transportation's regulation 49 Code of Federal Regulations (CFR) Part 23 (the "ACDBE Rules") that it shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. The successful Respondent shall comply with all of the nondiscrimination requirements contained in the *Space/Use Permit*.

The Port is currently administering a race-neutral Airport Concession Disadvantaged Business Enterprise (ACDBE) program requiring good faith efforts to reach its race-neutral goal, but the Port is not establishing a contract-specific goal for this concession opportunity. The Port's overall goal is 20.26% for federal fiscal years 2018-2020, and the Port expects to meet its ACDBE participation goals entirely through race-neutral means. The Port encourages all Respondents to take active race/gender neutral steps to include ACDBE's, including but not limited to local ACDBE's, in this concession opportunity. Race/gender neutral steps include: unbundling large contracts, subcontract work the Respondent may self-perform, providing capital and bonding assistance, business development programs and providing technical assistance. To facilitate the Port's compliance, each Respondent must in its Proposal identify those subcontractors or suppliers that are certified disadvantaged business enterprises under the ACDBE Rules, the percentage of each ACDBE's participation and each ACDBE's certification number. Specifically, examples of ACDBE businesses that could partner with the Respondent:

1. Restaurant & Fast Food Franchisees/Operators
2. Food Suppliers
3. Janitorial Services
4. Insurance Carrier

The Port is required to report ACDBE accomplishments to the FAA, Part 23 - Uniform Report of ACDBE Participation) annually.

The successful Respondent will be required to submit quarterly ACDBE attainment reports and letter (herein attached as **Attachments 5-A, 5-B, 5-C and 5-D**). The successful Respondent shall carry out applicable requirements of the ACDBE Rules. Failure by the successful Respondent to carry out these requirements will be a material breach of the *Space/Use Permit*, which may result in the termination of the *Space/Use Permit* or such other remedy as the Port deems appropriate.

The successful Respondent shall cooperate with the Port in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of the *Space/Use Permit* and shall use its best efforts to ensure that barriers to participation of ACDBEs do not exist. In order for the participation to count toward ACDBE attainment, Respondents and/or its subcontractors must be certified as of the date of Proposal opening by an authorized agency of the California Unified Certification Program. Please use the following link to learn more about how to certify firms:

[www.dot.ca.gov/hq/bep/business\\_forms.htm](http://www.dot.ca.gov/hq/bep/business_forms.htm)

## **C. First Source Hiring**

The Respondent understands and agrees to utilize the Port's "First Source Hiring" program to make a good faith effort to hire residents from the Port's local impact area (Oakland, Alameda, San Leandro and Emeryville) and those who face barriers to employment. The successful Respondent will partner with local workforce development agencies (as determined by the Port) as referral agencies for hiring. The Respondent will provide upfront notice of job openings to

these agencies and exclusively consider applicants from these agencies for five (5) business days before recruiting elsewhere. Upon the exhaustion of the referrals from these agencies, permittee may then recruit candidates on their own.

**D. Fair Chance Hiring**

The Respondent understands and agrees to the Port's commitment to non-discrimination in hiring and supports the creation of employment opportunities for local residents with barriers to employment, including individuals who have had former involvement in the criminal justice system. Fair Chance Hiring or ban the box prohibits discrimination against qualified applicants based upon their criminal history. The successful Respondent shall comply with all federal and state laws related to fair chance hiring, including California AB 1008. In addition to complying with these laws, Port requires that permittees that employ two (2) or more employees may not inquire about or investigate an applicant's criminal history until a conditional offer of employment is made. The successful Respondent may only consider convictions directly related to job requirements. The successful Respondent also may not disqualify an applicant who has received a conditional offer of employment that meets the Port's policy requirements and the badging requirements of the Transportation Security Administration and Customs and Border Patrol based upon prior criminal history that is not directly related to the job requirements.

**E. Insurance Requirements**

All Respondents who plan on submitting a Proposal in response to this RFP must meet the Port's Insurance requirements incorporated into the *Space/Use Permit* (**Attachment 12**), and must provide proof of insurance at the time of award of this concession opportunity. 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 award of this concession opportunity.

**F. Living Wage Policy**

On March 5, 2002, the voters in the City of Oakland voted to add City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that employ more than 20 employees working at the Port to pay all nonexempt employees a Living Wage rate established by City Ordinance. The current Living Wage rate, which is adjusted annually, 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. §728 also 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. Additionally, Port Ordinance No. 3666 as amended by Port Ordinance No. 3719 requires Port contractors to additionally provide their employees with a minimum of 12 compensated days off per year ("Port Living Wage Ordinance"). The successful Respondent, unless exempt under §728, must comply with §728 and the Port Living Wage Ordinance and any successor ordinance. 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.

**G. Prevailing Wages License and Sub-contracting Requirements**

Respondent submitting a proposal for a "public works" project (defined below) are required to pay prevailing wages pursuant to California Labor Code, Section 1720, et seq, and to abide by all subcontracting and subletting practices as defined by California Public Contract Code section 4100 et seq., and to abide by any Contracting Licensing requirements as defined by California



Business and Profession Code. All Contractors performing work on Port property are required by law to be licensed and regulated by the Contractors State License Board.

California Labor Code Section 1720, (a)(1) provides that the term "public works" means:

Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

General prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes is available at the Department on Industrial Relations Internet site accessible at [www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html).

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the Contractor's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

In addition, any Contractor or Subcontractor performing Public Works for this project must be registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)).

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.

The Port has adopted an electronic monitoring system to satisfy certain certified payroll reporting requirements. The successful Respondent will be required to utilize the Port of Oakland's Web Accessed Monitoring System (WAMS) to satisfy said requirements. Weekly certified payroll reports must be input into WAMS within one (1) week after a subject payroll date. All firms are required to register with Elations Systems to submit certified payroll reports. Instructions for using Elations Systems will be given to the selected Respondent. There is no associated cost to use WAMS.

#### **H. Maritime and Aviation Project Labor Agreement (MAPLA):**

The Port is party to the Maritime and Aviation Project Labor Agreement (MAPLA) with the Building and Construction Trades Council of Alameda County, AFL-CIO and its affiliated unions, effective February 1, 2016. The MAPLA covers construction contracts within the Port's maritime and aviation areas, whether funded by the Port or by tenants, subject to limited exceptions. MAPLA will apply to all construction activity (as described in MAPLA Article 2 (Scope of Agreement)) performed in connection with this concession opportunity. In general, MAPLA requires obtaining workers referred through the applicable union hiring hall, complying with the Uniform Substance Abuse Prevention Policy, contributing to the Social Justice Labor Management Cooperation Trust Fund, utilizing apprentices and/or local hires, and complying with other uniform work rules and standards.

Respondents should review and be familiar with the terms of the MAPLA. Copies of MAPLA documents are available at [www.portofoakland.com/port/social-responsibility/programs/](http://www.portofoakland.com/port/social-responsibility/programs/).

#### **I. California State Liquor License:**

Respondent or its proposed joint venture partner or subtenants must meet the State of California's requirements for obtaining a license to sell alcoholic beverages for consumption within the Unit.

#### **IV. Submission Requirements**

- A.** Respondents must organize their proposals into the following sections. Each section should be delineated by a divider with a tab labeled appropriately, and each subsection should have a tab. Proposals should be sturdily bound in a three-ring binder. All sheets should be letter size (8½"×11") with the exception of renderings, which should be on 11 x 17 inch-sized paper folded to letter size. All sheets must have a page number. Tabs A through G should indicate the main tab number and page number, e.g. A-1, B-1, etc.

Subject to the terms and conditions contained in **Attachment 11**, the Proposal Deposit, in the form of a Cashier's Check, in the amount of \$50,000 per package for Packages 1 and 2, and \$10,000 per package for Packages 3 and 4, should be placed in an envelope and attached to the inside cover of the Proposal marked "Original".

##### **General Information Tab**

1. Cover Letter including the following information on the first page of the letter.
  - a. Name of Respondent. If Respondent is a Joint Venture, or will form a Joint Venture, then indicate all Partners and each Partner's percentage ownership interest in Joint Venture.
  - b. Names of all Sublessees, if any.
  - c. Provide table listing names of all concepts. The list should include Concession Unit ID; square feet; name of concept; type of concept by indicating one of the following: local/regional, national brand or proprietary concept; and name of entity operating concept and state the relationship between operator and concept; see [Exhibit "I-1"](#), complete in Excel format (forms in Excel to be posted separately on the Port's website).
2. Table of Contents for entire Proposal with page numbers
3. Required Attachments to be completed by Respondent and included in this Tab are (See [Section IV.B](#) for additional Required Documents to be submitted):

<b>Attachment</b>	<b>Title</b>
1	Non-Collusion Declaration
3	RFP Acknowledgement and Signature Form
10	Insurance Acknowledgement Statement
11	Proposal Deposit

##### **Tab A – Proposed Concept(s) and Menu(s)**

1. Description of each concept. Respondent's reasons for choosing concept for each Concession Unit and each concept's appropriateness to the Airport and its passengers, also considering the Airport's location in the Bay Area.
2. Proposed menu for each concept and range of price points. Indicate variety of menu offerings for all meal parts of the day, including value-meals for families traveling with children and travelers on a limited budget.
3. Copies of license or franchise agreements for each concept licensed and/or franchised by Respondent and/or Respondent's Subtenant(s), if any; and/or letter of intent from concept owner.



4. Alternate concepts for Packages 1 and 2 – information submitted in Items 1. to 3. should also be provided for the alternate concepts.

**Tab B – Design and Quality of Tenant Capital Improvements, Including Construction Phasing Plan**

1. Three architectural full-colored renderings (11"x17") for each concept.
  - a. Exterior Elevation– overall design of storefront to include color scheme, materials, signage and graphics, lighting, etc.
  - b. Interior Elevation – overall design to include color scheme, materials (e.g. flooring, walls, ceiling, etc.), lighting, counters, seating areas, placement of furniture, design of *To Go* refrigeration units, host/hostess stations (if applicable), etc.
  - c. Layout of Interior – indicate location of access and egress routes, kitchen, prep area, service counters, seating areas, bar/lounge areas, furniture and fixtures, host/hostess station, POS stations, customer queuing areas, customer circulation areas, storage areas, etc.
2. Color photographic copies of material boards for each concept, detailing the type, character and composition of the materials to be used in construction. The photographs should include lighting fixtures, furniture, display units, etc.
3. Color photographs of same concepts or similar facilities at other airports or non-airport locations.
4. Brief narrative describing approach to sustainability and conservation in designing and constructing each concept.
5. Time line showing a construction phasing plan for each Concession Unit, including the potential use of temporary units during construction; and narrative describing approach to expedite the construction process, minimize disruption to customer service and maximize sales.
6. Indicate compliance with the Tenants Design Standards. If there are any deviations, then state reasons.

**Tab C – Management, Marketing and Operations Plans for Respondent and Respondent's Subtenants, if any**

1. Management Plan
  - a. Staffing Plan
    - i. Organization Chart for the proposed operations, including all personnel to be involved in all aspects of the operations. The staffing plan should include Subtenants, if any. The Organization should include names, titles, and responsibility.
    - ii. Weekly staffing plan for each Concession Unit. The plan should include opening and closing times and hours worked by each employee by title/position; see [Exhibit "I-3"](#); complete in Excel format (forms in Excel to be posted separately on the Port's website).
    - iii. Resumes for proposed on-site general manager and any other key team management staff. If there are Subtenants, then Resumes should also be provided for the on-site general manager.
  - b. Describe recruiting and training programs, including plan for complying with Port's first source and fair chance hiring requirements.
  - c. Describe employee incentives for retaining and motivating staff, including leadership and career advancement opportunities, and employee recognition programs.

- d. Describe customer service programs and methods to continuously monitor customer service to ensure high standards are maintained.
  - e. Provide policy for handling customer complaints.
  - f. Provide policy for handling emergency situations, e.g. flight delays resulting in higher number of passengers in the terminal for longer periods of time that may require extending operating and replenishing stock.
2. Marketing Plan
- a. Describe use of social media to promote concepts
  - b. List promotions and discounts attributed to customer loyalty programs, Airport and Respondent's employees, military, etc.
3. Operations Plan
- a. Describe use of technology to improve customer service.
  - b. Describe approach to sustainability, conservation, compositing and recycling.
  - c. Describe facility and equipment maintenance plan, which includes normal repairs and maintenance, frequency of cleaning, grease and trash removal, jetting of lines, and equipment maintenance and replacement plan.
  - d. Describe physical security of unit, inventory and cash controls. Identify POS system(s) that will be used.
  - e. For concepts licensed or franchised, describe in detail the participation of concept owner in the operations of each applicable Concession Unit.
  - f. Describe in detail the roles and responsibilities of each Joint Venture Partner, if any, in the day-to-day operations of each Concession Unit.

**Tab D – Experience and Qualifications of Respondent and Respondent's Partners (Joint Venture and/or Subtenants), if any**

1. Describe experience in the airport food and beverage industry. The information should disclose the name of the entity the information is provided for. The information should also be provided for each subtenant.
  - a. Number years' airport food and beverage experience
  - b. Names of current airports entity is operating at, including number of years operating at each airport
  - c. List five largest airport food and beverage programs currently managed by entity, including name of airport, number of enplanements, number of food and beverage square feet operated, total number of Units operated, names of concepts, annual gross sales for each year CY 2013-CY 2017, and annual rent revenues paid to the Airport.
2. Describe experience in the food and beverage industry for off-airport locations, if any. The information should disclose the name of the entity the information is provided for. The information should also be provided for each subtenant.
  - a. Number years' experience in the food and beverage industry
  - b. Names of current establishments entity is operating at, including number of years operating at each establishment
  - c. List five largest food and beverage programs currently managed by entity, including name of concept(s), address/location, number of food and beverage square feet operated, total number of Units operated, annual gross sales for each year CY 2013-CY 2017, and annual rent revenues paid.

3. Provide three references. The information should include name of contact/landlord, name of airport or venue where operations are located, address, telephone number and email address.
4. Describe experience operating multiple Units.
5. Describe experience managing subtenants (Packages 1 and 2).
6. If applicable, complete and include in the Proposal: Exhibit "M" for subtenants or JV Partners who may be a "Small Business".

#### **Tab E – Proposed Business Plan**

1. For each lease year, and in the aggregate for Packages 1, 2, 3 and 4, the following financial information should be provided for each concept. In addition, provide assumptions and specific examples of other concepts or similar facilities operated by Respondent and Respondent's Partners (Joint Venture and/or Subtenant), if any, to support projections; complete [Exhibit "I-7"](#) in Excel format (forms in Excel to be posted separately on the Port's website).
  - a. Projected Ten-Year Gross Sales, Sales per Square Foot, and Sales per Enplanement; see [Exhibit "I-4"](#); complete in Excel format (forms in Excel to be posted separately on the Port's website).
  - b. Projected Ten-Year Rent Revenues; see [Exhibit "I-5"](#); complete in Excel format (forms in Excel to be posted separately on the Port's website).
  - c. Projected Ten-Year Pro Forma Financial Statements; see [Exhibit "I-6"](#); complete in Excel format (forms in Excel to be posted separately on the Port's website).
2. Documentation of Respondent's and Respondent's Joint Venture and Subtenant Partners', if any, financial capability to fund internally and/or finance proposed Capital Investment. The documentation should include latest audited financial statements and/or letter of intent from a financial institution.
3. In considering the financial responsibility of a Respondent, the financial condition of a third party will not be considered unless such third party signs the Proposal as a Guarantor and agrees that if the Respondent is the successful Respondent, it will execute and deliver to the Port the Guaranty included as [Exhibit 16](#) of the *Space/Use Permit* attached as [Attachment 12](#).
4. Proposed amount of initial and mid-term Capital Improvements by Concession Unit and concept, if applicable. The amounts should also be provided in the aggregate for Packages 1 and 2. Provide a table showing the breakdown of Capital Improvements by the following components; see [Exhibit "I-2"](#); complete in Excel format (forms in Excel to be posted separately on the Port's website):
  - a. Hard costs – total amount to be expended for improvements, exclusive of architectural, engineering and any in-house construction and design fees.
  - b. Soft costs – total amount to be expended for architectural, design, consultants, engineering, program management and construction related fees.

#### **Tab F – Required Statements and Information**

1. Debarment Statement: Provide a written statement that your Company has not been debarred from providing services to or developing projects for any State, Federal Agency, local government or airport authority 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 reason for the debarment. Provide the name and contact information for the agency that debarred your Company. The Port must review the reason and duration for the debarment before it can determine if your Company can be considered for this concession opportunity.

2. **Litigation Information:** Provide information describing any litigation, arbitration, investigations, or any other similar actions that your Company, the principals, the directors, and employees have been involved in during the last five (5) years relating to your Company's projects. Please list (a) name and court case identification number of each case, (b) jurisdiction in which it was filed, and (c) outcome of litigation (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 concession opportunity. Failure to provide the litigation information may disqualify your Proposal.

#### **Tab G – Exceptions to Form of *Space/Use Permit***

The successful Respondent shall execute the Port's *Space/Use Permit*, as substantially set forth in this RFP. Please specifically describe any exceptions to any written term within this *Space/Use Permit*, the rationale for such exceptions, and proposed alternative language. If Respondent has no exceptions to this *Space/Use Permit*, then Respondent should make an affirmative statement stating it has no exceptions.

- B. Small Business & ADCBE Outreach:** Documentation of Respondents' outreach efforts to include participation of Small Business and ADCBEs will be evaluated as further detailed in [Exhibit "N"](#) – Airport Concession Disadvantaged Business Enterprise Program and Small Business Enterprise Race and Gender-Neutral Clause. Respondent will be evaluated on a pass/fail basis. If Respondent fails to conduct these outreach efforts to SBEs, the Port may determine that the Respondent's Proposal is nonresponsive.

Required Attachments to be completed by Respondent and included in [this submittal](#) are (See [Section IV.A.3](#) for addition Required Documents to be submitted):

<b>Attachment</b>	<b>Title</b>
2	Statement of Equal Employment Opportunity
4	Statement of Adherence to Labor Peace Rule
6	Disadvantaged Business Enterprise Program Affidavit
8	Statement of Living Wage Requirements

In addition, complete and include in the Proposal: Exhibit "M" for "Small Business" and charts and forms from Exhibit "N" from the "Airport Concession Disadvantaged Business Enterprise Program and Small Business Enterprise Race and Gender-Neutral Clause.

**IMPORTANT NOTE: The attachments, information, forms and/or documents required by this Section IV.B must be submitted together with the Proposal, but separately bound and in a separate envelope; in addition, all this information should be downloaded onto a separate USB drive.**

- C. Adherence to Port Policy Requirements:** The Respondent must fill out all 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's Port Policy Requirements (listed in [Section III](#) (Port Policy Requirements).) Failure to provide any of the forms listed in this RFP may result in your Proposal being rejected for non-responsiveness.

## **V. Evaluation Criteria**

Prior to award of these concession opportunities, the Port must be assured that each Respondent selected has all of the resources required to successfully perform under the *Space/Use Permit*. This includes, but is not limited to, personnel with skills required, equipment/materials, and financial resources sufficient to provide services and develop the food and beverage concession opportunities. If during the evaluation process the Port is unable to be assured that each Respondent will be able to perform under the *Space/Use Permit* if awarded, the Port has the option of requesting from the

Respondent any additional 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 each concession opportunity, 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 IV](#) and the Mandatory Submittal Forms, as your responses will be evaluated based on the criteria listed in [Exhibit "G"](#) and [Exhibit "H"](#).

- A.** The process of awarding each concession opportunity is described in the document "*Policy for Awarding Concession and Customer Service Privileges in the Terminal Building at Oakland International Airport*" adopted December 15, 2016<sup>6</sup> (the Updated Concession Policy):
- 1. Submittal of Proposals.** At the Proposal stage, Respondents must provide their proposed concepts and the rationale for the proposed concepts for each space, as well as all other information required by this RFP.
  - 2. Evaluation of Proposals by the Concessions Evaluation Committee.** Proposals will be evaluated by a Concessions Evaluation Committee (Committee) designated by the Port. The chair of the Committee will be such person as designated by the Director. The Committee may be advised by Port staff and its consultants, who may provide technical evaluations of the submitted proposals.
  - 3. Interviews.** Respondents may be invited to present their Proposals before the Committee. If so required, formal interviews will be scheduled and conducted with those Respondents offering Proposals that are determined to be in the best interests of the Port and the users of the Airport.
  - 4. Selection of Respondent/Negotiation of *Space/Use Permit*.** It is anticipated that the Port will give a Preliminary Notice of Award to each successful Respondent within sixty (60) days after the Proposals are opened. However, the Port reserves the right to extend this notice period.
  - 5. Recommendation to the Director of Aviation.** The Committee will recommend contract award to the Director, who may approve, reject or revise the Committee's recommendation, and will make a final recommendation to the Port's Board.
  - 6. Recommendation to the Port Board.** The Director will recommend a contract award for each of the four packages to the Board, which may approve or reject the Director's recommendation and make its own decision to award.
- B.** The Port will be utilizing similar but separate evaluation criteria for the Prime Concessionaire Packages 1 and 2 ([Exhibit "G"](#)) and for the Independent Small Business Packages 3 and 4 ([Exhibit "H"](#)). In addition, adherence to Port policy requirements (Item C of Submission Requirements), Debarment (Item A, TAB S of Submission Requirements) and Litigation (Item A, TAB S of Submission Requirements) will be evaluated on a Pass/Fail basis. Proposals from Respondents who have not or will not adhere to the Port policy requirements, who have been debarred and have not provided sufficient reasons/justification for the Port to review the circumstances surrounding the debarment or who have failed to provide the litigation information will not be forwarded to the evaluation committee for review. SBE outreach will also be evaluated on a Pass/Fail basis as described in [Section 4.B.](#) of this RFP.

## **VI. Additional Provisions**

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

---

<sup>6</sup> Resolution No. 16-144

**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 and adjacent and related properties (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, California. 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. Blanket designations of proprietary information shall be invalid. 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 (i) 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 (ii) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

**C. Deadline for Receipt of Proposal**

Proposals must be sealed and delivered to the Submittal Address listed in the Request for Proposal (RFP) no later than the time specified in the RFP. The Port will place a clock ("Clock") in a conspicuous location at the place designated for submittal of Proposals. For purposes of determining the time that a Proposal is submitted, the Clock shall be controlling (unless at the time of the receipt the Clock malfunctions, then the Port's clock on its network phone system shall be controlling). The Port suggests that Proposals be hand delivered to the Submittal Address in order to ensure their timely receipt. Any Proposals mailed via an express mail service, US Postal Service, or other courier service shall not be considered timely received until date and time stamped by the controlling Clock. Any Proposals received after the time stated (regardless of the cause of the delay, including whether caused by the express mail service, US Postal Services, other courier service, or the Port's mail handling personnel) shall not be opened and shall be returned, sealed, to the Respondent.

**D. Public Records Act**

Under 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 RFP 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 concession opportunity. 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.

Respondent acknowledges and agrees that 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.

**E. Indemnification and Respondent's Liability**

If Respondent is awarded this concession opportunity, it will be required to agree to the indemnification clause contained in the *Space/Use Permit (Attachment 12)*. 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.

**F. 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.

**G. Race/Gender Neutral Solicitation**

The requirements of 49 CFR Part 26 apply to this concession opportunity. It is the policy of the Port to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this concession opportunity. The Port encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**H. Port's Right to Modify; Amendments**

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this RFP. 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 (including the *Space/Use Permit*); to request new RFPs or pursue any other means for obtaining the desired services and development; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board retains the right to award this concession opportunity in part or in total to the Respondent(s) of its choice, and to decide to undertake the concession opportunity or to terminate the concession opportunity at any time prior to award of the concession opportunity and approval of *Space/Use Permit*.

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of Proposals. 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 *Space/Use Permit*. All questions or requests for clarification concerning material terms of this RFP or the *Space/Use Permit* should be submitted in writing for consideration as an amendment.

**I. Conflicts of Interest**

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the California Government Code, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of Port, or other officer, agent or employee of 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 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.

**J. Respondent to Bear Cost of RFP Response**

All costs directly or indirectly related to responding to this RFP, attending any Mandatory Pre-Proposal Meetings, selection meetings, and interviews are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

**K. Compliance With Laws**

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 *Space/Use Permit*.

**L. Respondent's Relationship**

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be a partner, joint venture, principal, agent, employer, or employee of the Port.

**M. 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 Respondent waives the right to bring legal proceedings challenging the Board's choice of the award.

**N. False Statements**

False statements in a Proposal will disqualify the Proposal.

**O. Taxes**

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

**P. Withdrawal or Modification of Offers**

The Respondent may modify a Proposal in writing at any time before the deadline for submission of a Proposal. The Respondent may withdraw a Proposal at any time after the Proposal Due Date, subject to forfeiture of the Proposal Deposit.

**Q. Acceptance**

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

**R. 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 RFP, 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 Proposal made.

**S. Award Consideration**

The Port shall not be bound to accept the highest financial Proposal and will award the concession opportunity (if any) to the Company selected through the competitive process (and any subsequent interviews) outlined in this RFP.

**T. Protest Procedures**

Any Respondent that has timely submitted a responsive Proposal may file a protest of award in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to the Secretary of the Board, by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent successful Respondent (or of notice of intended award, if such notice is issued).
2. Protest shall be submitted and will be considered in accordance with Port Ordinance No. 4321 – "Purchasing Authorities and Procedures".

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





**PORT OF OAKLAND**

**Attachment 1: Non Collusion Declaration**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at  
Oakland International Airport**

(To Be Executed By Respondent 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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, or that anyone shall refrain from proposing; that the Respondent 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 of that of any other Respondent, 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 Respondent 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 Respondent 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

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

Authority: Public Contract Code § 7106; Code of Civ. Proc. § 2015.5



**PORT OF OAKLAND**

**Attachment 2: Statement of Equal Employment Opportunity**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport**

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.

BY: \_\_\_\_\_ Date

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



**PORT OF OAKLAND**

**Attachment 3: RFP Acknowledgement and  
Signature Form**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at  
Oakland International Airport**

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 California Government Code, and that I do not know of any facts that constitute a violation of said sections in connection with the proposal.

Respondent 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: \_\_\_\_\_



## **Attachment 4: Statement of Adherence to Labor Peace Rule**

### **RFP: Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport**

The undersigned acknowledges that it has carefully reviewed, understand, and agree to the terms of the Labor Peace Rule attached to this RFP. The undersigned understands that compliance with the Labor Peace Rule is a material term to performing this concession opportunity. If selected as the successful Respondent, the undersigned agrees to fully comply with the Labor Peace Rule.

If selected as the successful Respondent, the undersigned agrees to obtain and provide to the Port the required Labor Peace Agreement prior to executing the *Space/Use Permit*.

The undersigned also agrees and acknowledges that the Port has a proprietary interest in the timely placement of the successful Respondent and the successful Respondent's operations under a Labor Peace Agreement (as defined in the Labor Peace Rule) and that undue delay in reaching such Labor Peace Agreement would interrupt the provision of services to Airport passengers and subject concessions to labor disruptions.

#### **RESPONDENT**

*(to be signed by at least one authorized signatory from each entity/partner submitting this Proposal)*

Entity Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**PORT OF OAKLAND**

**Attachment 5-A: Quarterly Reporting for Participation of Airport Concession Disadvantaged Business Enterprises (ACDBE)**

Prime Concessionaire Submitting Report: \_\_\_\_\_ For Quarter Ending: \_\_\_\_\_

Name and Address of Prime Concessionaire and Airport Concession Disadvantaged Business Enterprise (ACDBE)	Telephone and Fax Numbers Email Address	ACDBE * Certification Number	Description of Prime and ACDBE Services	Dollar Amount of Sales, Purchase or Lease of Goods and Services	Lease Amount Or Minimum Annual Guarantee	Total Lease Amount

\*The certified firm is issued a certificate by the California Unified Certification Program (CUCP). ACDBE status may be obtained by accessing the CUCP website: [www.dot.ca.gov/hq/bep/index.htm](http://www.dot.ca.gov/hq/bep/index.htm) or by calling (916) 324-1700 or (866) 810-6346. If the firm was certified as an ACDBE at the time it started work on this lease, but was decertified before completing its portion of the work, enter the dollar amount of ALL services performed by the firm, INCLUDING SERVICES PERFORMED AFTER THE CERTIFICATION DATE. This report must be submitted with the Form of Quarterly Report Certificate. For questions regarding this form, contact Lila Zinn at (510) 627-1485.



**PORT OF OAKLAND**

**Attachment 5-B: Quarterly Report Certificate Letter**

---

**(Below is a sample Quarterly Report Certificate Letter that must be filed with the quarterly Airport Concession Disadvantaged Business Enterprise Report)**

(Print on Company Letterhead)

(Date)

Mr. Bryant L. Francis  
Director of Aviation  
Port of Oakland  
530 Water Street  
Oakland, CA 94607

Dear Mr. Francis:

I, \_\_\_\_\_, do hereby certify as follows:

1. I am the [ **insert a title - *Chief Financial Officer*** ] of \_\_\_\_\_, the Permittee/Lessee under a Permit/Lease with the Port of Oakland for (*fill in type of service*) with dated \_\_\_\_\_, 20xx (the "Permit/Lease").

2. The attached Quarterly Report of the Permittee/Lessee for the quarter ending \_\_\_\_\_, 20\_\_, was prepared in accordance with all of the applicable requirements of the Permit/Lease, and all of the information contained in this Quarterly Report is true and correct.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**PORT OF OAKLAND**

**Attachment 5-C: Report of Certified ACDBE Form**

**REPORT OF CERTIFIED ACDBE FORM  
(CONCESSIONAIRES/SUBCONCESSIONAIRES/  
SUPPLIERS/MANAGEMENT CONTRACTORS - COUNTED TOWARD GOALS)**

Name of Airport \_\_\_\_\_

Airport Sponsor \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Preparer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

List below each ACDBE that participated in a concession during the preceding fiscal year and which are included in your submission of the Uniform Report of ACDBE Participation. If no ACDBE firm participated, write "NONE" below.

Name of ACDBE Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of concession/subconcession/supplier, etc., business \_\_\_\_\_

Date Agreement (i.e. lease, sublease) Began \_\_\_\_\_ Date Agreement (i.e. lease, sublease) Expires \_\_\_\_\_

Options to Renew \_\_\_\_\_ How Many \_\_\_\_\_ Length of time \_\_\_\_\_

Dates that material amendments have been or will be made to agreement, if known \_\_\_\_\_

Estimated gross receipts for this reporting period: \_\_\_\_\_

The disadvantaged individual having the largest ownership interest is:

\_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian-Indian American

\_\_\_\_\_ Asian-Pacific American \_\_\_\_\_ Non-Minority Woman \_\_\_\_\_ Other Disadvantaged

Name of ACDBE Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of concession/subconcession/supplier, etc., business \_\_\_\_\_

Date Agreement (i.e. lease, sublease) Began \_\_\_\_\_ Date Agreement (i.e. lease, sublease) Expires \_\_\_\_\_

Options to Renew \_\_\_\_\_ How Many \_\_\_\_\_ Length of time \_\_\_\_\_

Dates that material amendments have been or will be made to agreement, if known \_\_\_\_\_

Estimated gross receipts for this reporting period: \_\_\_\_\_

The disadvantaged individual having the largest ownership interest is:

\_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian-Indian American

\_\_\_\_\_ Asian-Pacific American \_\_\_\_\_ Non-Minority Woman \_\_\_\_\_ Other Disadvantaged



**PORT OF OAKLAND**

**Attachment 5-C: Report of Certified ACDBE Form**

Name of ACDBE Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of concession/subconcession/supplier, etc., business \_\_\_\_\_

Date Agreement (*i.e., lease, sublease*) Began \_\_\_\_\_ Date Agreement (*i.e., lease, sublease*) Expires \_\_\_\_\_

Options to Renew \_\_\_\_\_ How Many \_\_\_\_\_ Length of time \_\_\_\_\_

Dates that material amendments have been or will be made to agreement, if known \_\_\_\_\_

Estimated gross receipts for this reporting period: \_\_\_\_\_

The disadvantaged individual having the largest ownership interest is:

\_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian-Indian American

\_\_\_\_\_ Asian-Pacific American \_\_\_\_\_ Non-Minority Woman \_\_\_\_\_ Other Disadvantaged

Name of ACDBE Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of concession/subconcession/supplier, etc., business \_\_\_\_\_

Date Agreement (*i.e., lease, sublease*) Began \_\_\_\_\_ Date Agreement (*i.e., lease, sublease*) Expires \_\_\_\_\_

Options to Renew \_\_\_\_\_ How Many \_\_\_\_\_ Length of time \_\_\_\_\_

Dates that material amendments have been or will be made to agreement, if known \_\_\_\_\_

Estimated gross receipts for this reporting period: \_\_\_\_\_

The disadvantaged individual having the largest ownership interest is:

\_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian-Indian American

\_\_\_\_\_ Asian-Pacific American \_\_\_\_\_ Non-Minority Woman \_\_\_\_\_ Other Disadvantaged

(Use additional sheets as needed)





**PORT OF OAKLAND**

**Attachment 5-D: Uniform Report of ACDBE Participation**

UNIFORM REPORT OF ACDBE PARTICIPATION								
**Please refer to the Instructions sheet for directions on filling out this form**								
1. Name of Recipient:								
2. Contact Information: Preparer's Name:		Phone No. ( )		Fax No. ( )				
email address:								
3a. Federal fiscal year in which reporting period falls: FY ( )		3b. Date This Report Submitted:						
4. Current Non-Car Rental ACDBE Goal:		Race Conscious Goal %		Race Neutral Goal %		ACDBE OVERALL Goal %		
5. NON-CAR RENTAL CUMULATIVE ACDBE PARTICIPATION		A Total Dollars (Everyone)	B Total Number (Everyone)	C Total to ACDBEs (dollars) [E+F]	D Total to ACDBEs (number)	E Total to ACDBEs /Race Conscious (dollars)	F Total to ACDBEs/Race Neutral (dollars)	G Percentage of total dollars to ACDBEs [C/A]
Prime Concessions								
Subconcessions								
Management Contracts								
Goods and Services								
Total Cumulative Non-Car Rental ACDBE Participation								
6. NON-CAR RENTAL NEW ACDBE PARTICIPATION THIS PERIOD		A Total Dollars (Everyone)	B Total Number (Everyone)	C Total to ACDBEs (dollars) [E+F]	D Total to ACDBEs (number)	E Total to ACDBEs /Race Conscious (dollars)	F Total to ACDBEs/Race Neutral (dollars)	G Percentage of total dollars to ACDBEs [C/A]
Prime Concessions								
Subconcessions								
Management Contracts								
Goods and Services								
Total Non-Car Rental New ACDBE Participation								
7. Current Car Rental ACDBE Goal:		Race Conscious Goal %		Race Neutral Goal %		ACDBE OVERALL Goal %		
8. CAR RENTAL CUMULATIVE ACDBE PARTICIPATION		A Total Dollars (Everyone)	B Total Number (Everyone)	C Total to ACDBEs (dollars) [E+F]	D Total to ACDBEs (number)	E Total to ACDBEs /Race Conscious (dollars)	F Total to ACDBEs/Race Neutral (dollars)	G Percentage of total dollars to ACDBEs [C/A]
Prime Concessions								



Subconcessions							
Goods and Services							
Total Cumulative Car Rental ACDBE Participation							

Page 2

	A	B	C	D	E	F	G
9. CAR RENTAL NEW ACDBE PARTICIPATION THIS PERIOD	Total Dollars (Everyone)	Total Number (Everyone)	Total to ACDBEs (dollars) [E+F]	Total to ACDBEs (number)	Total to ACDBEs /Race Conscious (dollars)	Total to ACDBEs/Race Neutral (dollars)	Percentage of total dollars to ACDBEs [C/A]
Prime Concessions							
Subconcessions							
Goods and Services							
Total Cumulative Car Rental New ACDBE Participation							

	A	B	C	D	E	F	G
10. CUMULATIVE ACDBE PARTICIPATION BY RACE/GENDER	Black Americans (numbers & dollars)	Hispanic Americans (numbers & dollars)	Asian-Pacific Americans (numbers & dollars)	Asian - Indian Americans (numbers & dollars)	Native Americans (numbers & dollars)	Non-Minority Women (numbers & dollars)	Other (i.e. not of any other group listed here) (numbers & dollars)
Car Rental							
Non-Car Rental							
Total Cumulative Race/Gender ACDBE Participation							

11. For each ACDBE firm that is participating, please fill out the attached Report of Certified ACDBE Form or list the following information for each ACDBE firm participating in your program during this report: (1) Firm name; (2) Type of business; (3) Beginning and expiration dates of agreement, including options to renew; (4) Dates that material amendments have been or will be made to agreement (if known); and (5) Estimate gross receipts for the firm during this reporting period.



**PORT OF OAKLAND**

**Attachment 6: Disadvantaged Business  
Enterprise Program Affidavit**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at  
Oakland International Airport**

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

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

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

BY: \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



**PORT OF OAKLAND**

**Attachment 7: 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) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, 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**

**Attachment 7-A: 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](mailto:cng-wong@portoakland.com)



## PORT OF OAKLAND

### **Attachment 7-B: Certificate of Compliance – Living Wage**

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

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

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

***Please check the appropriate box and sign below***

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

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

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

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

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





**PORT OF OAKLAND**

**Attachment 8: Statement of Living Wage Requirements**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport**

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 requirement. Upon execution of an Agreement, the selected consultant will be required to complete the attached Employer Self-Evaluation Form and Certificate of Compliance –Living Wage Form of this Request for Proposal, and submit them to the Social Responsibility Division.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**PORT OF OAKLAND**

**Attachment 9: Insurance Requirements**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at  
Oakland International Airport**

All of the Port's Insurance requirements are incorporated into the *Space/Use Permit* attached to this Request for Proposal (**Attachment 12**).



**PORT OF OAKLAND**

**Attachment 10: Insurance Acknowledgement Statement**

---

**RFP: Four Separate Food & Beverage Concessions Opportunities at Oakland International Airport**

I hereby certify that \_\_\_\_\_ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the *Space/Use Permit* attached to this Request for Proposal (**Attachment 12**) 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.

BY: \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



## PORT OF OAKLAND

## Attachment 11: Proposal Deposit

---

### **Deposit Required**

Each Proposal must be accompanied by a Proposal Deposit in the form of a Cashier's Check made payable to the Port of Oakland, in the amount of \$50,000 per package for Packages 1 and 2, and \$10,000 per package for Packages 3 and 4.

NOTE: In the event the Port cancels the RFP process or the award of the *Space/Use Permit* prior to its execution, all Respondents' Proposal Deposits will be returned within thirty (30) days.

---

### **Successful Respondent's Proposal Deposit**

The Port will return or refund the successful Respondent's Proposal Deposit within thirty (30) days after both the Port and the successful Respondent have executed the *Space/Use Permit* so long as the successful Respondent executes and returns the *Space/Use Permit* by the date required by the Port.

<b>If the successful Respondent...</b>	<b>Then the Proposal Deposit will be...</b>
Executes and returns the <i>Space/Use Permit</i> by the date required by the Port	Refunded to the successful Respondent
Fails to execute and return the <i>Space/Use Permit</i> by the date required by the Port	Forfeited to and retained by the Port as liquidated damages

NOTE: Claims by Respondent of error or mistake shall not be a basis for recovery of the Proposal Deposit.

---

### **Unsuccessful Respondent's Proposal Deposit**

Proposal Deposits from the unsuccessful Respondent(s) will be returned or refunded within thirty (30) days of the Board's award of the concession opportunity to the successful Respondent.

In no event, however, shall the unsuccessful Respondent's Proposal Deposit be held by the Port beyond a period of one-hundred-twenty (120) days after the Proposal Due Date.



**PORT OF OAKLAND**

**Attachment 12: Space/Use Permit**

---

*(attached on following page)*

# Exhibit "A"

## Oakland International Airport

### Food & Beverage Locations

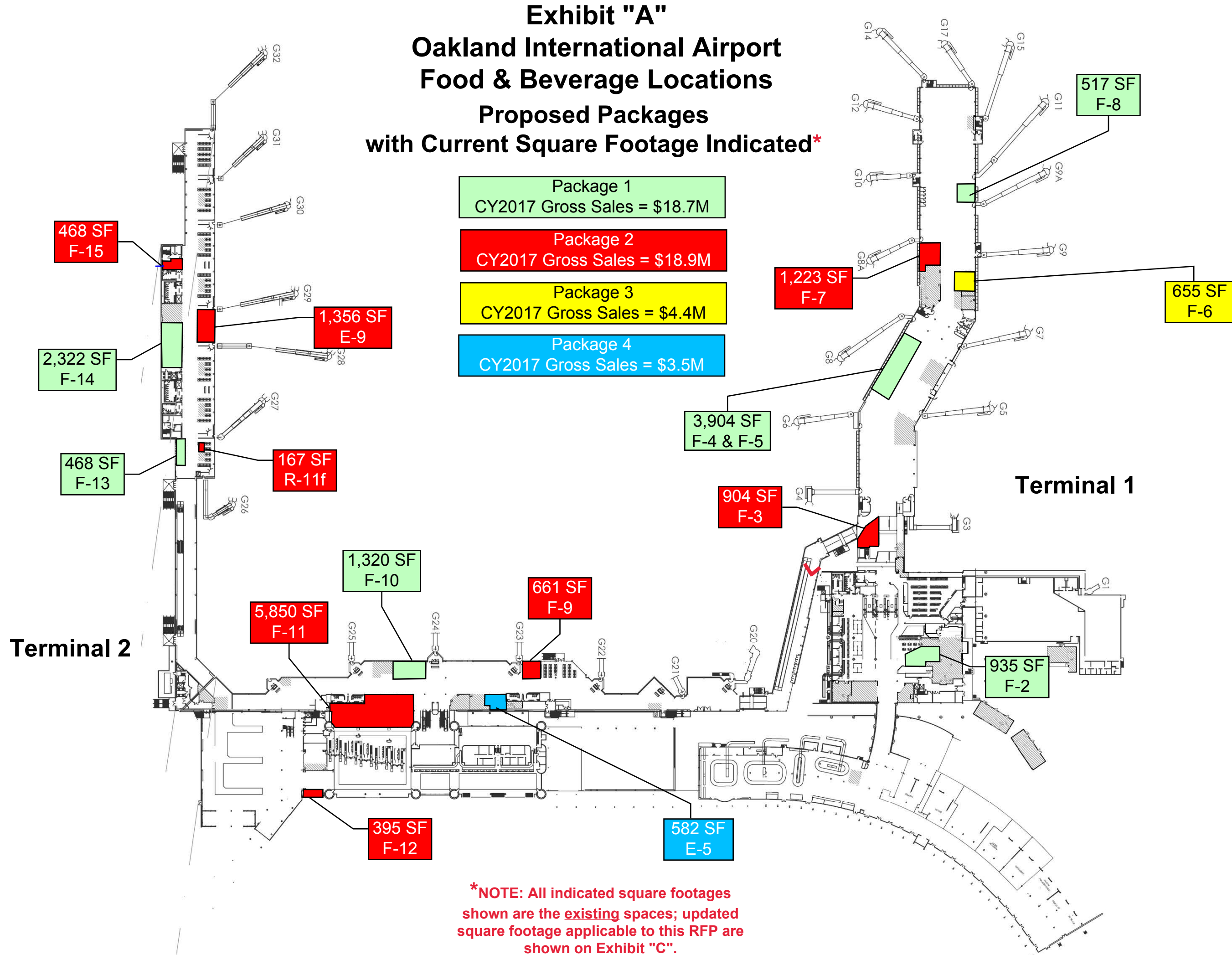
Proposed Packages  
with Current Square Footage Indicated\*

Package 1  
CY2017 Gross Sales = \$18.7M

Package 2  
CY2017 Gross Sales = \$18.9M

Package 3  
CY2017 Gross Sales = \$4.4M

Package 4  
CY2017 Gross Sales = \$3.5M



\*NOTE: All indicated square footages shown are the existing spaces; updated square footage applicable to this RFP are shown on Exhibit "C".

## Exhibit "B"

Units Included in this Food & Beverage RFP; Location Plans (Tenant Design Standards Chapter 05), Pre-Security Exhibits (Chapter 06), and Post-Security Exhibits (Chapter 07)



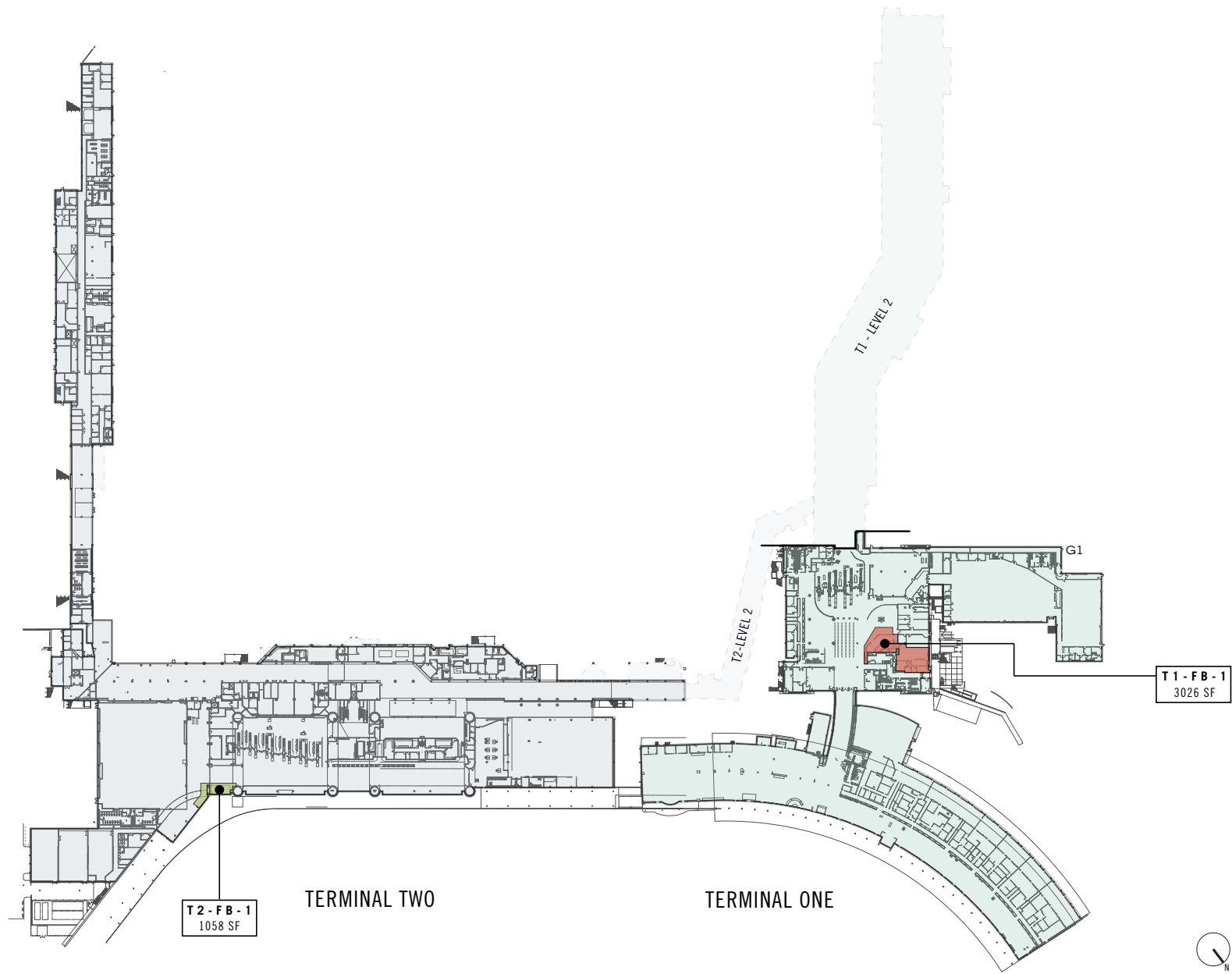
---

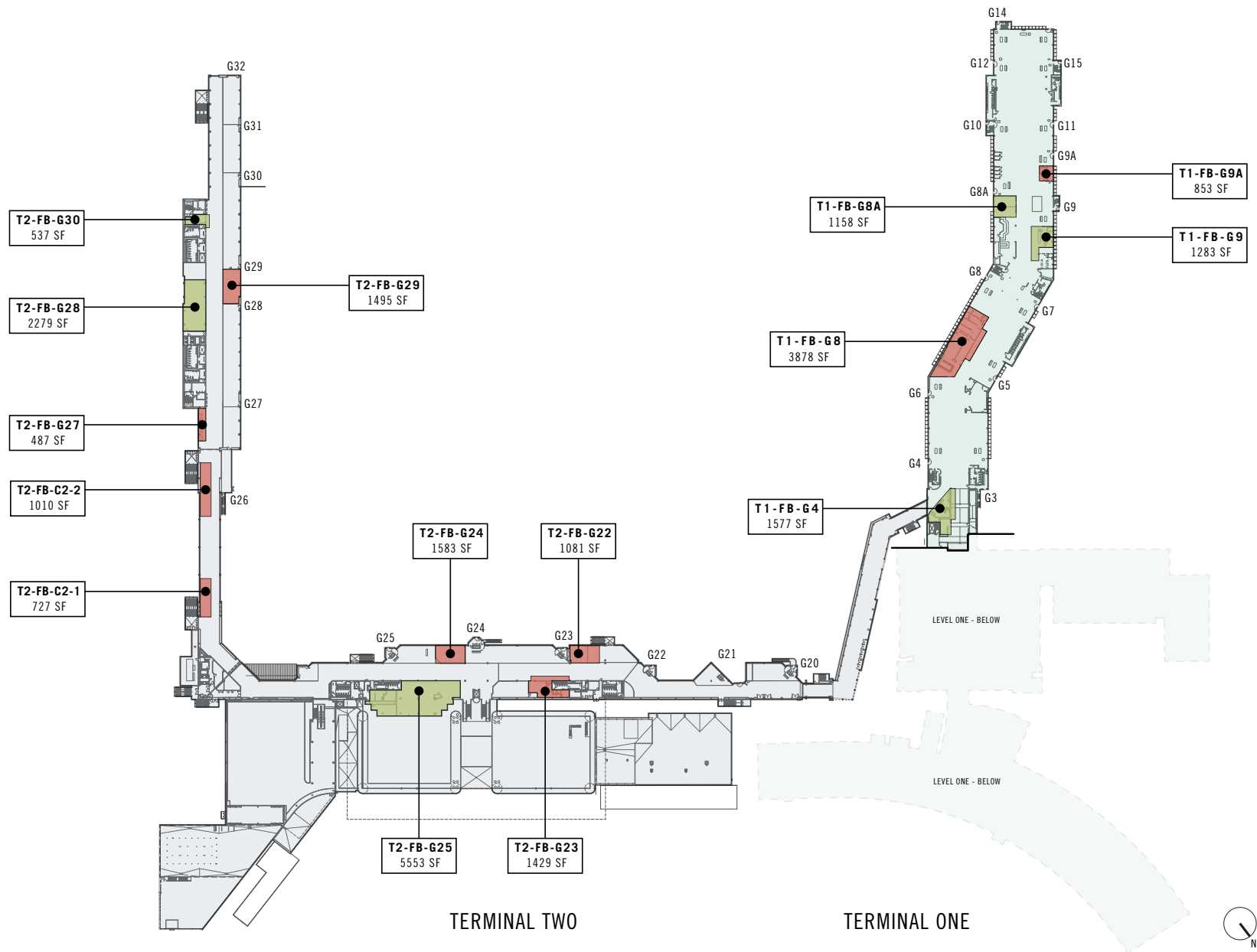
# 05

## LOCATION PLANS

- 5.1 LEVEL ONE - FOOD AND BEVERAGE  
LOCATION PLAN
- 5.2 LEVEL TWO - FOOD AND BEVERAGE  
LOCATION PLAN









# 06

## PRE-SECURITY EXHIBITS

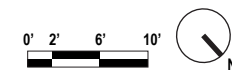
6.1	INTRODUCTION
6.2	SPACE T1-FB-1
6.3	SPACE T2-FB-1

### 6.1 INTRODUCTION

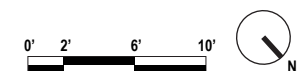
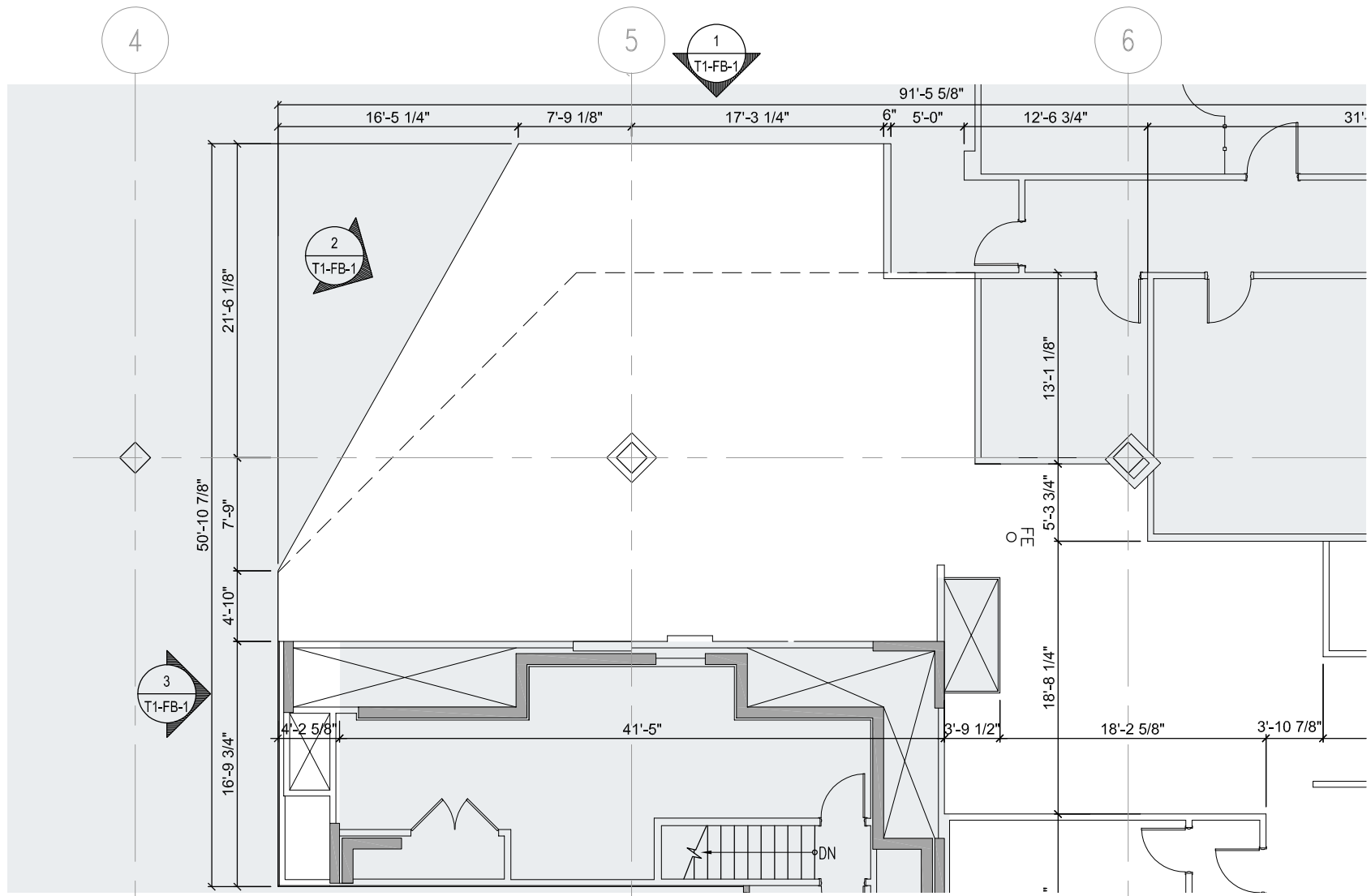
Chapter 6 focuses on the two Pre-Security spaces. One is located in Terminal 1 near the security checkpoint. The other in Terminal 2 near baggage claim. The following pages show these two spaces in plan and elevation. The elevations represent the elevation at the lease line bordering the public corridor. The plan and elevation are to be used in conjunction to design the tenant spaces.

Plans, elevations and renderings included in the TDS are for reference only. It is the Tenant's responsibility to visit the site and verify existing conditions.

Refer to Appendix B for conceptual design expectations for these two spaces.

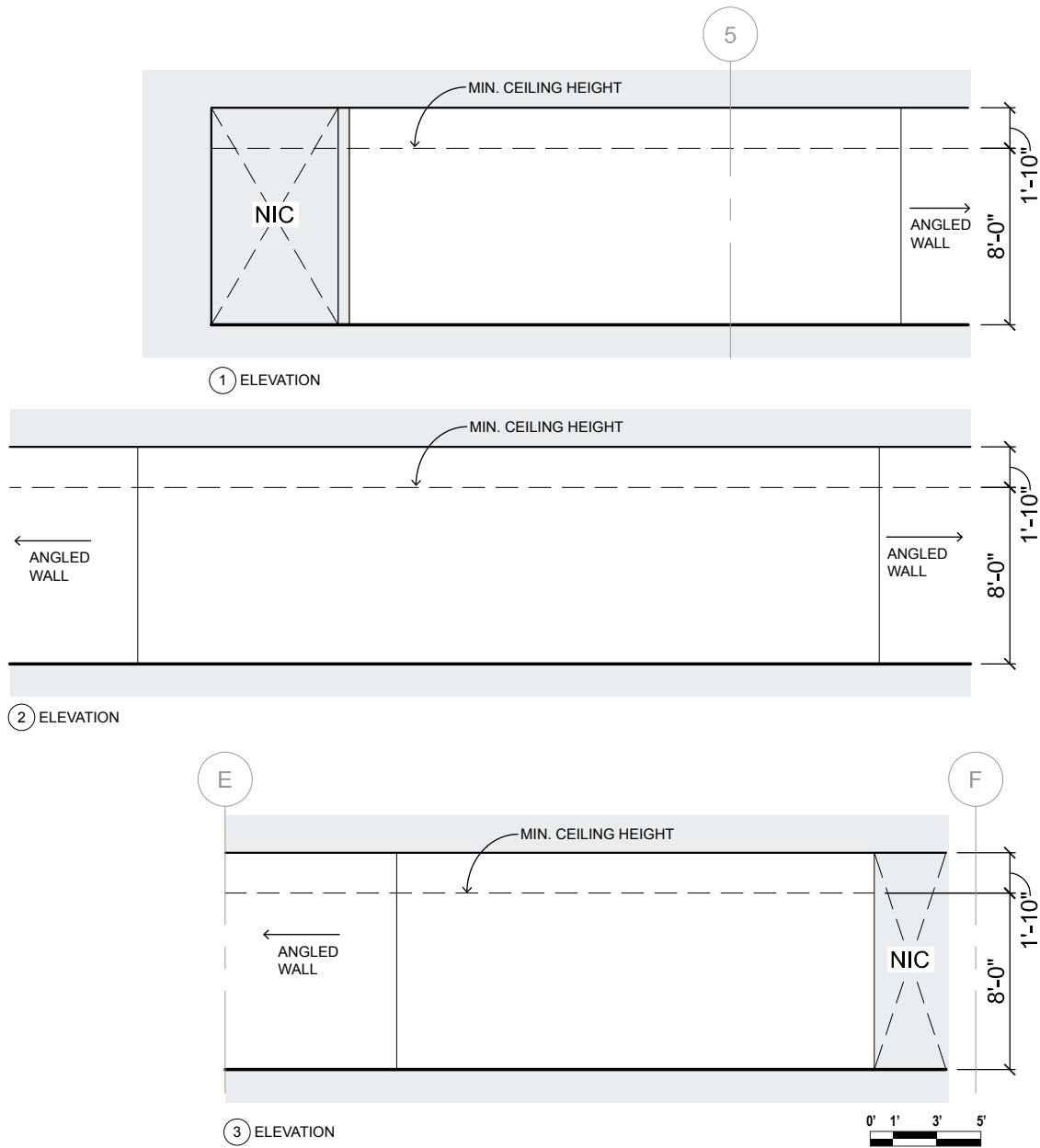


## 6.2 SPACE T1-FB-1 - ENLARGED PLAN (FOH)

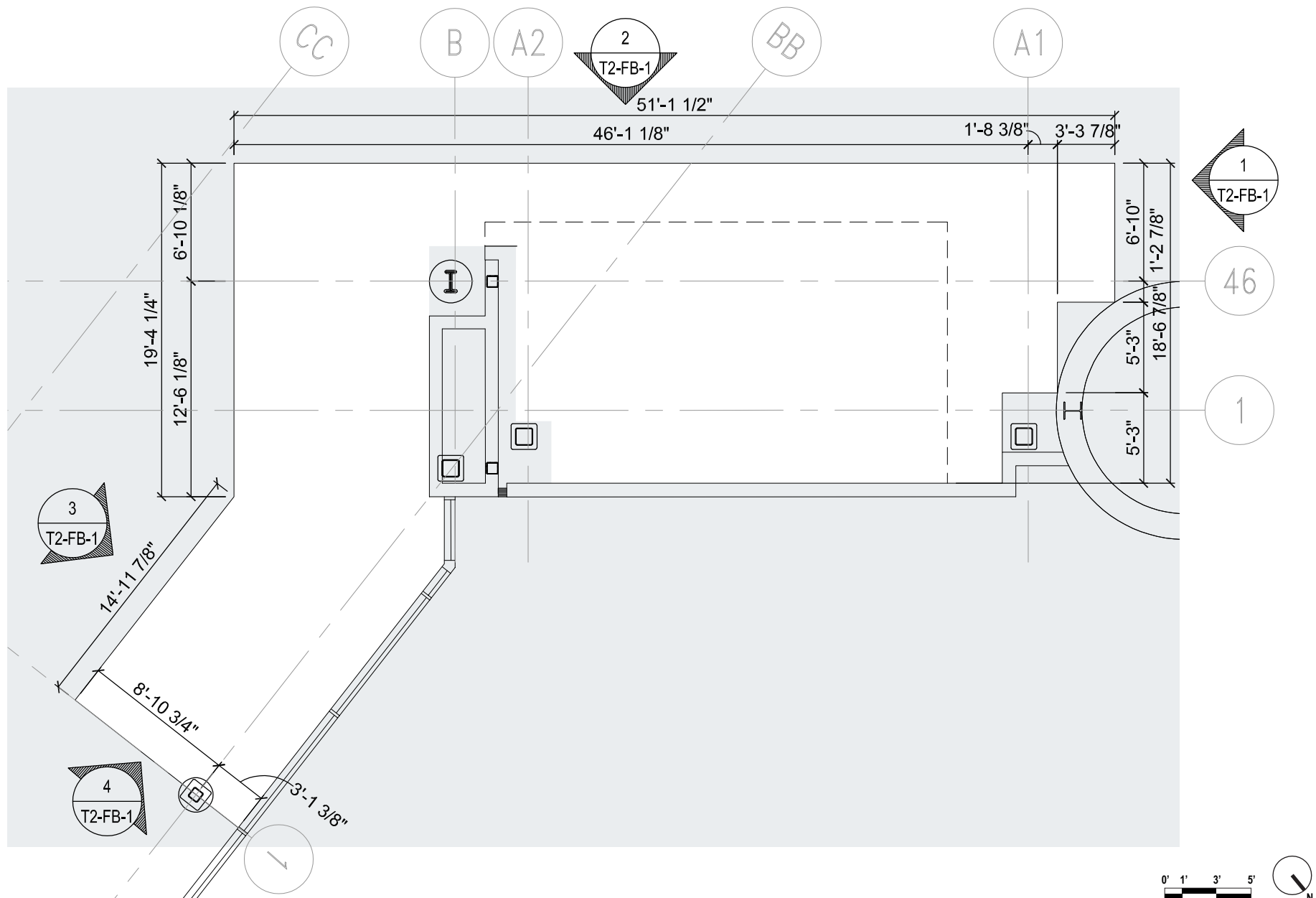


DRAFT - 5.1.2018

6.2 SPACE T1-FB-1 - ELEVATION



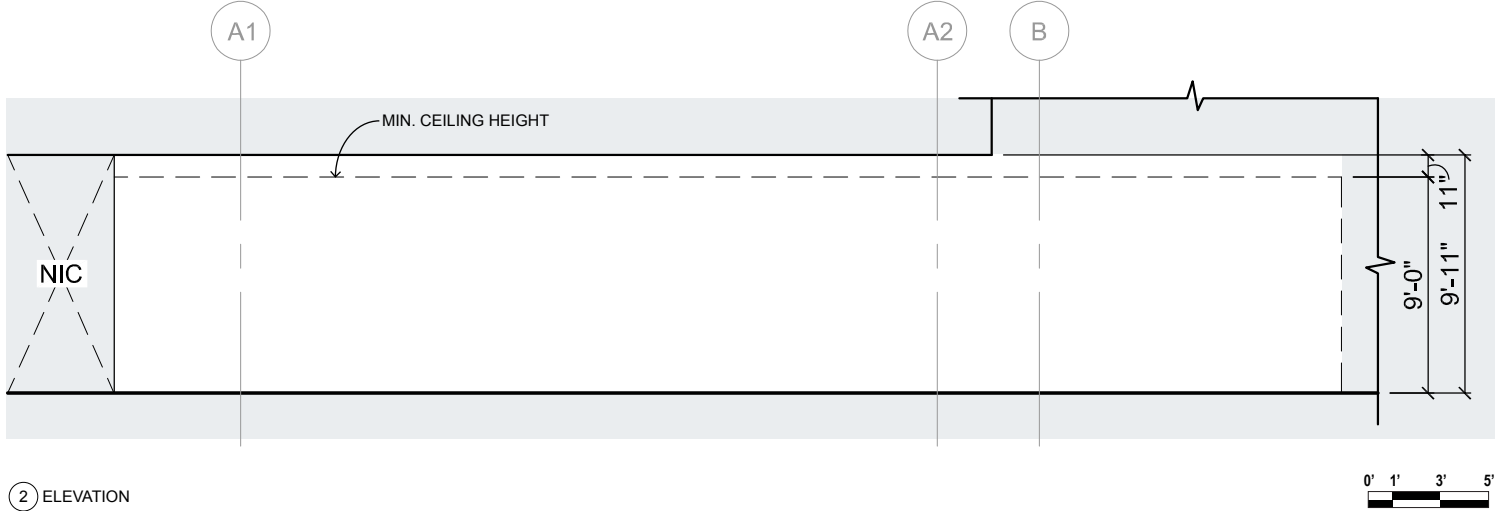
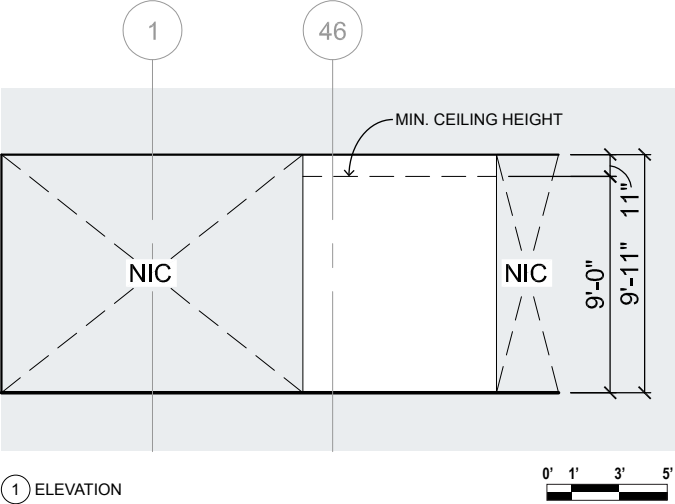
## 6.3 SPACE T2-FB-1 AREA = 1058 SF



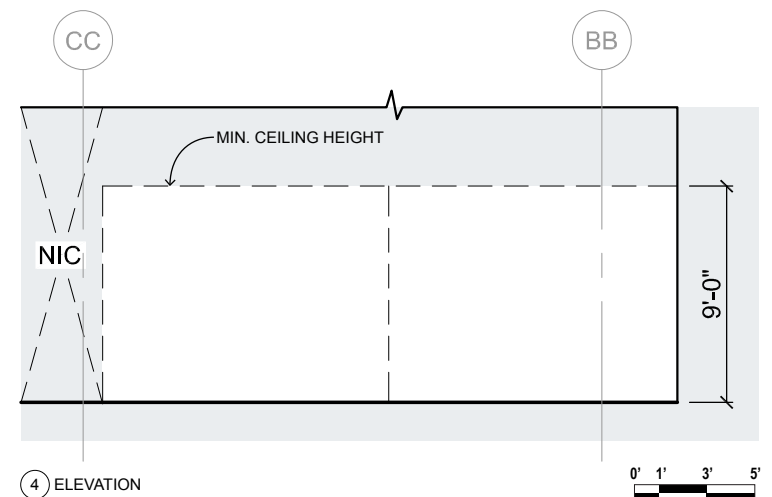
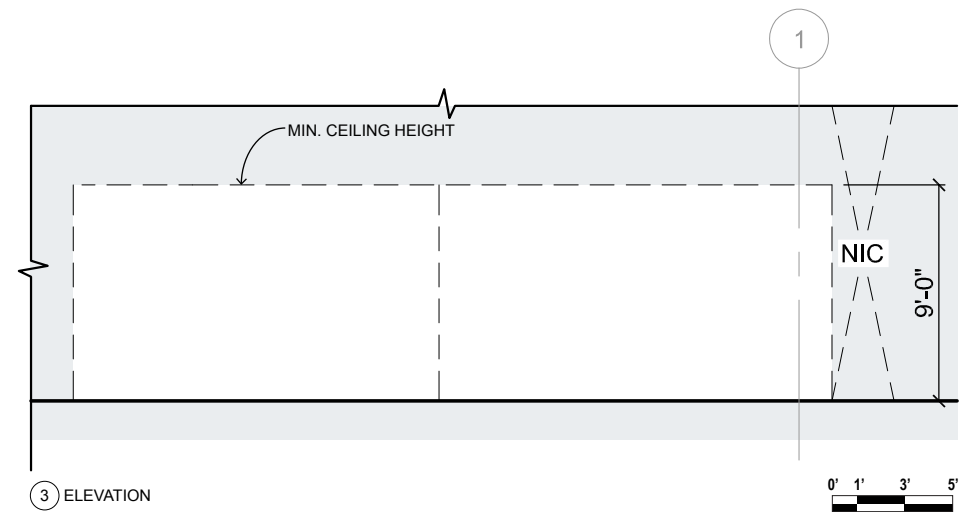
DRAFT - 5.1.2018



6.3 SPACE T2-FB-1 ELEVATIONS



## 6.3 SPACE T2-FB-1 ELEVATIONS





# 07

## POST-SECURITY EXHIBITS

7.1	INTRODUCTION
7.2	SPACE T1-FB-G4
7.3	SPACE T1-FB-G8
7.4	SPACE T1-FB-G8A
7.5	SPACE T1-FB-G9
7.6	SPACE T1-FB-G9A
7.7	SPACE T2-FB-G22
7.8	SPACE T2-FB-G23
7.9	SPACE T2-FB-G24
7.10	SPACE T2-FB-G25
7.11	SPACE T2-FB-G27
7.12	SPACE T2-FB-G28
7.13	SPACE T2-FB-G29
7.14	SPACE T2-FB-G30

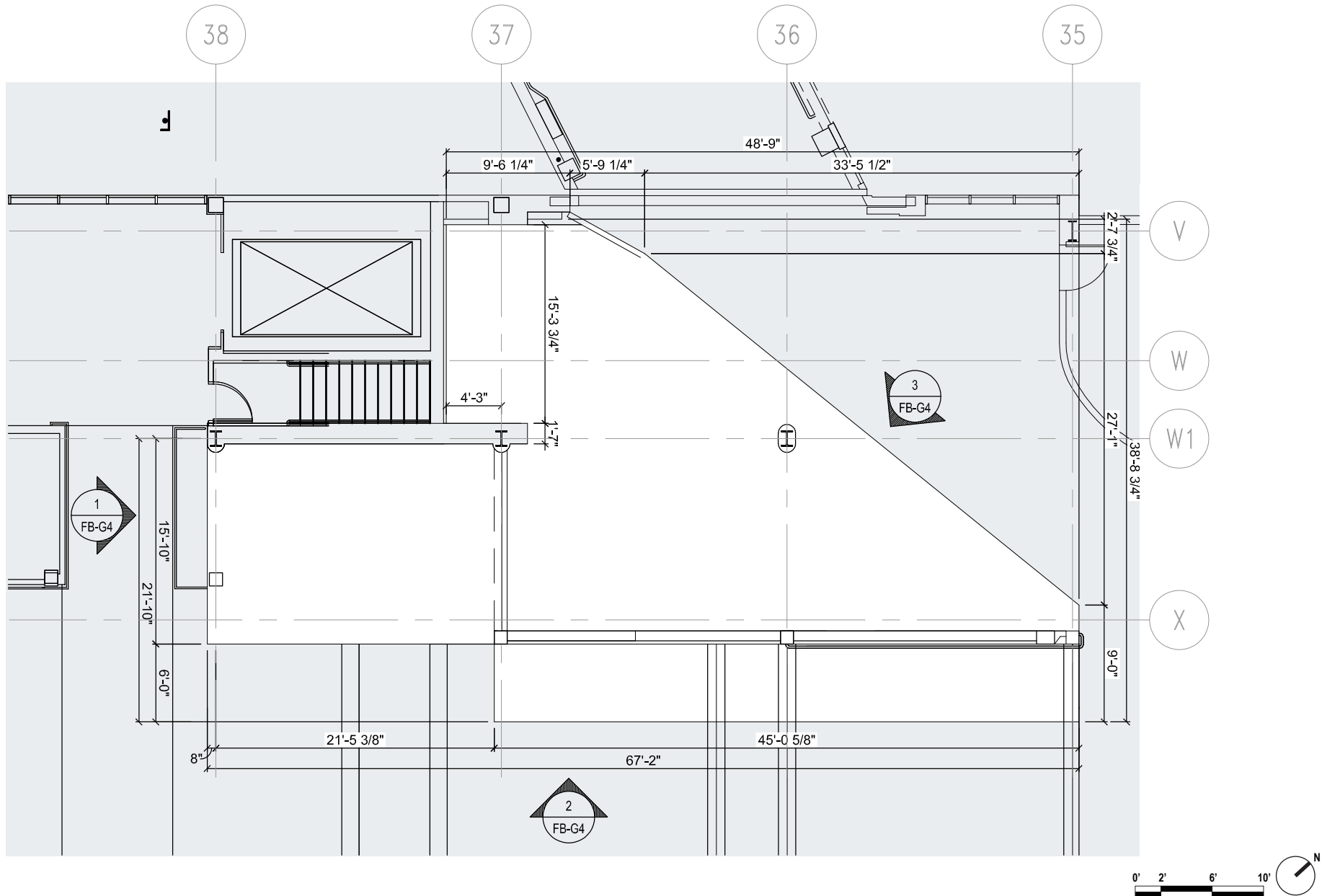
### 7.1 INTRODUCTION

Chapter 7 focuses on the Post-Security spaces. Five tenant spaces are located in Terminal 1 and eight tenant spaces are located in Terminal 2. The following pages show these spaces in plan and elevation. The elevations represent the elevation at the lease line bordering the public corridor. The plan and elevation are to be used in conjunction to design the tenant spaces.

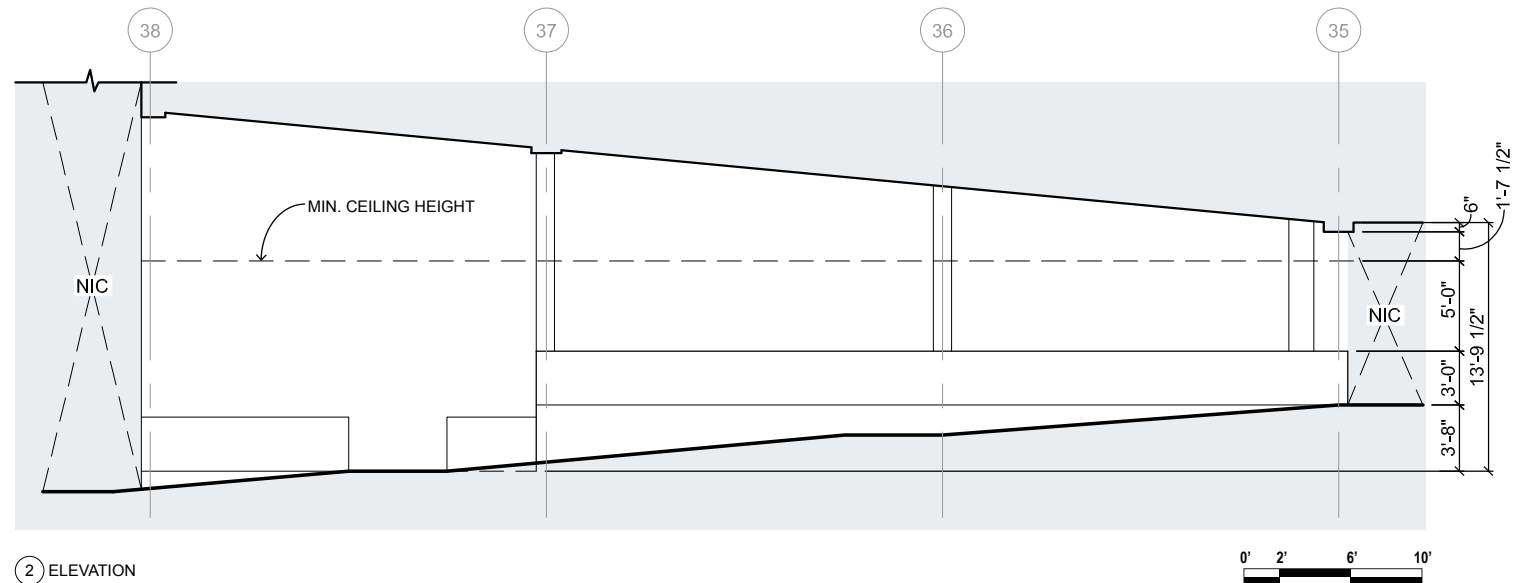
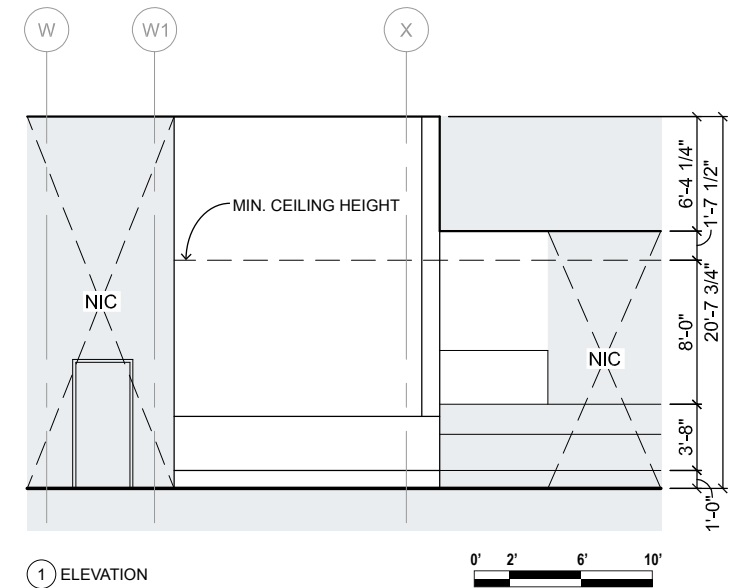
Plans, elevations and renderings included in the TDS are for reference only. It is the Tenant's responsibility to visit the site and verify existing conditions.

Refer to Appendix B for conceptual design expectations for spaces T1-FB-G4 and T2-FB-G25.

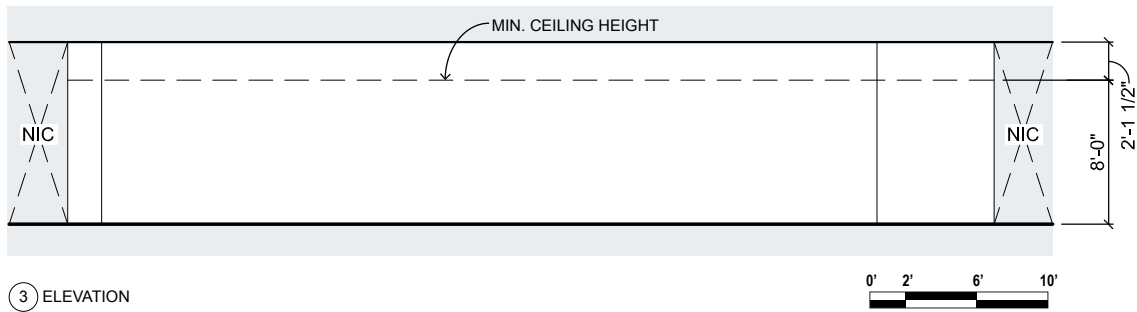
7.2 SPACE T1-FB-G4 AREA = 1577 SF



## 7.2 SPACE T1-FB-G4 ELEVATIONS



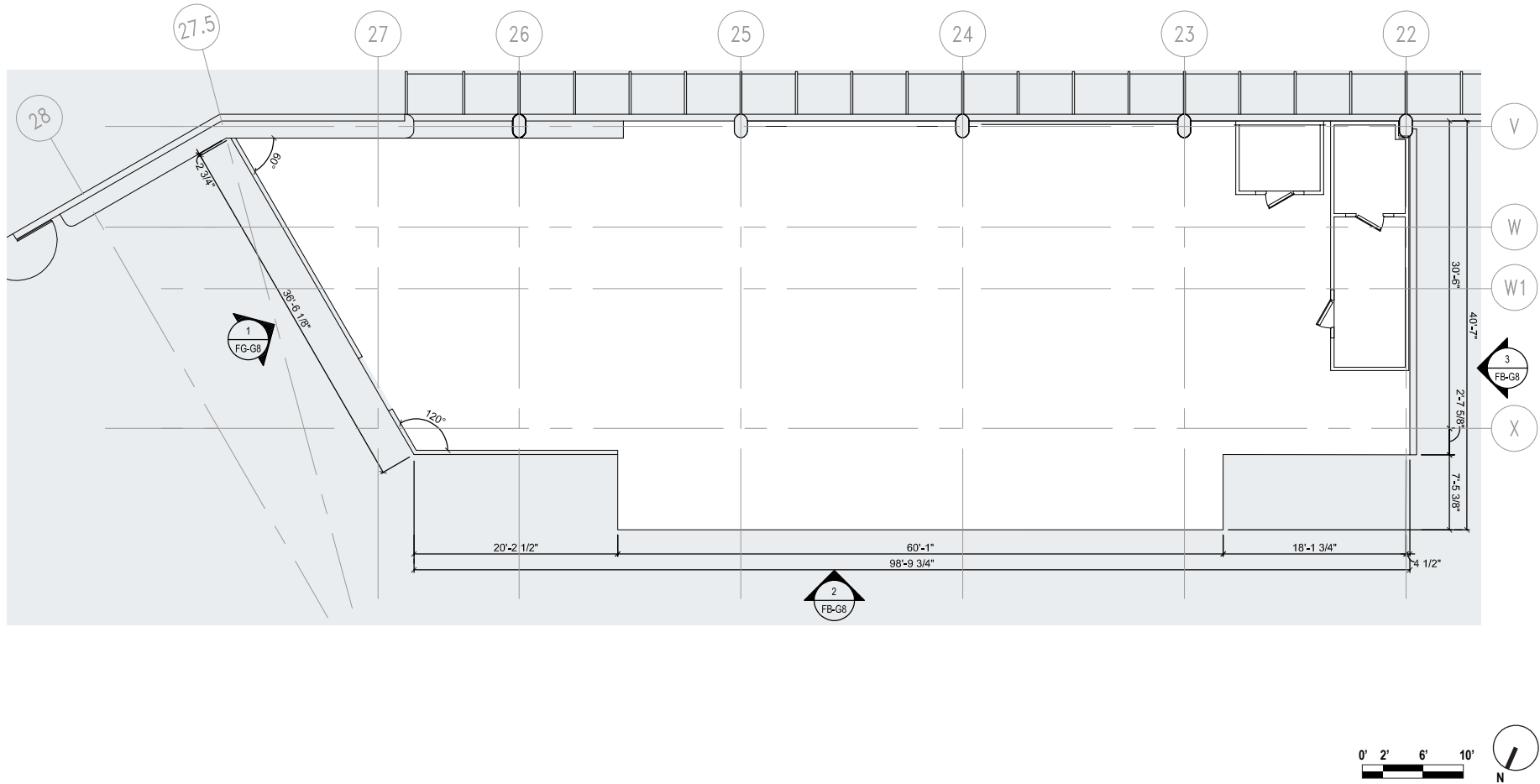
7.2 SPACE T1-FB-G4 ELEVATIONS



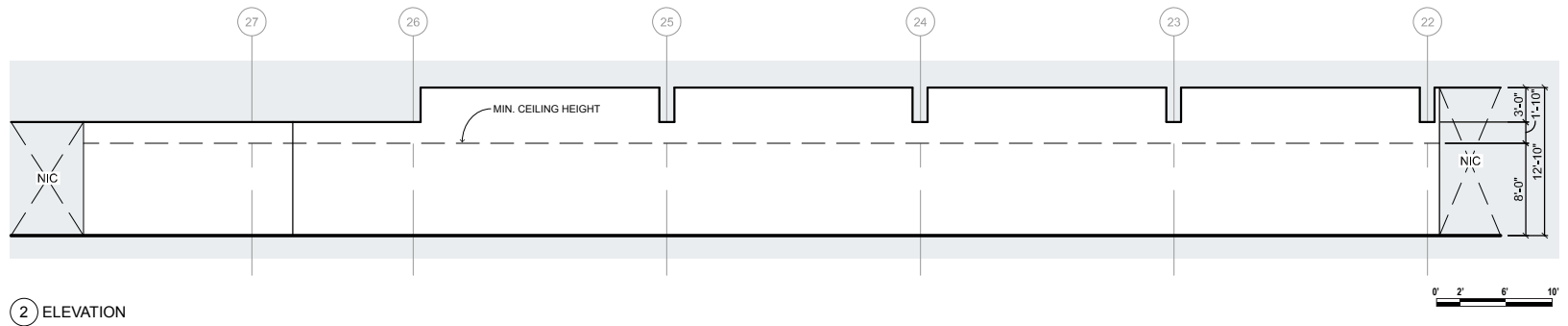
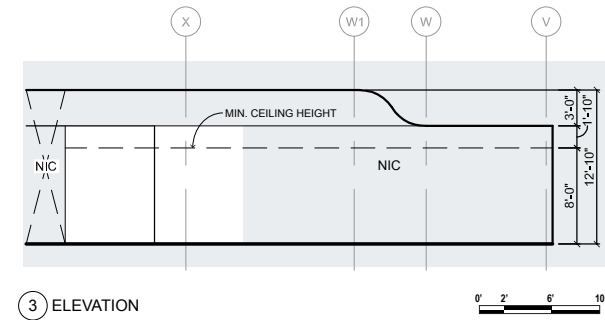
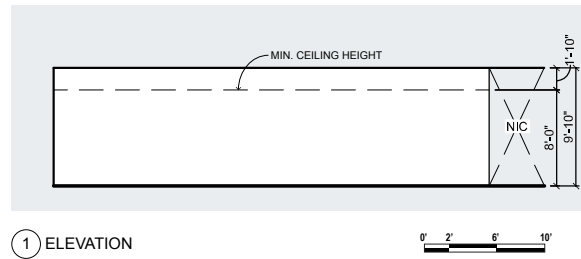
(THIS PAGE INTENTIONALLY LEFT BLANK)



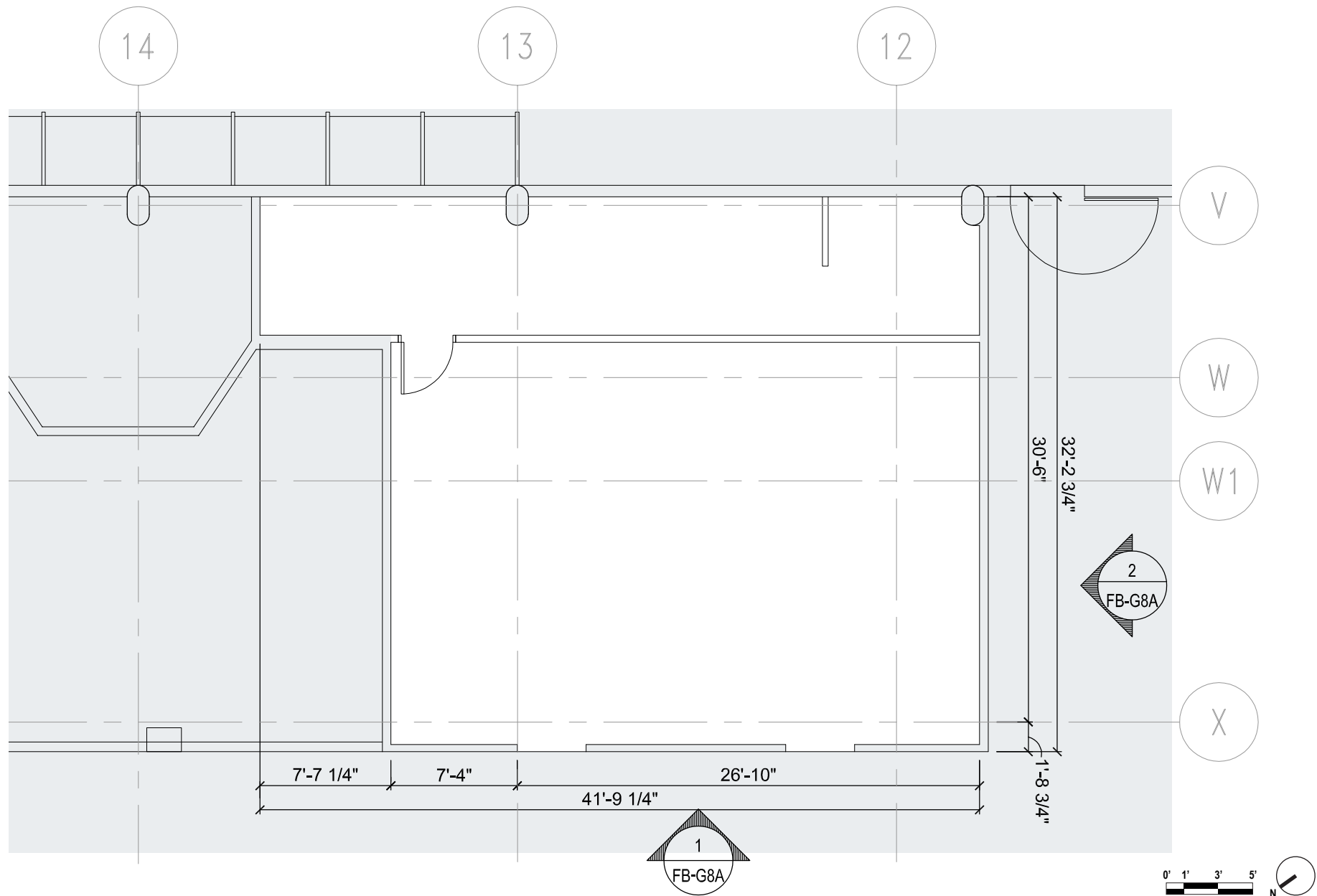
7.3 SPACE T1-FB-G8 AREA = 3878 SF



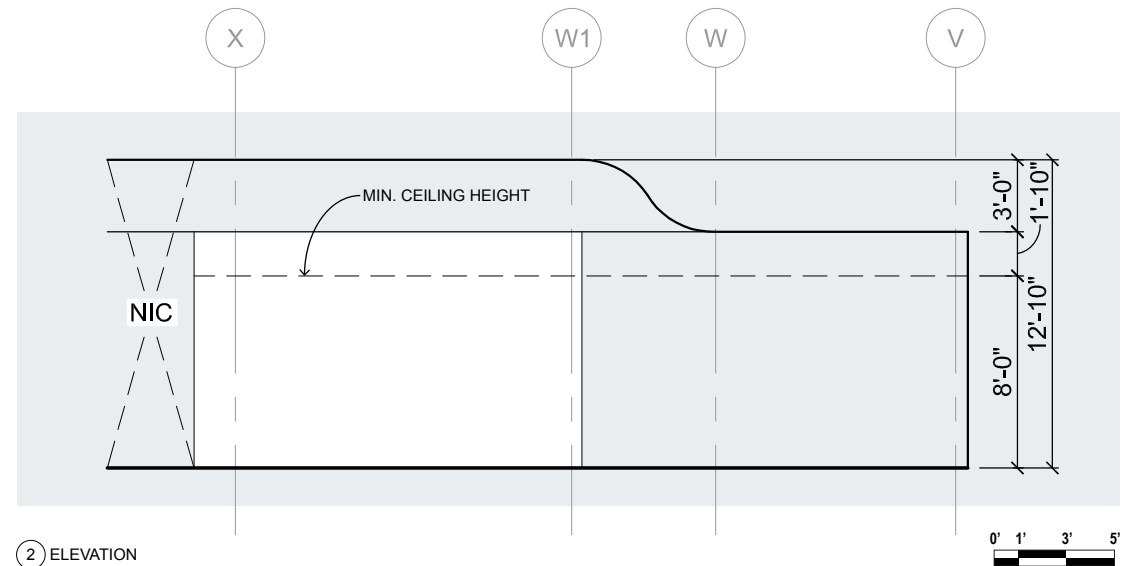
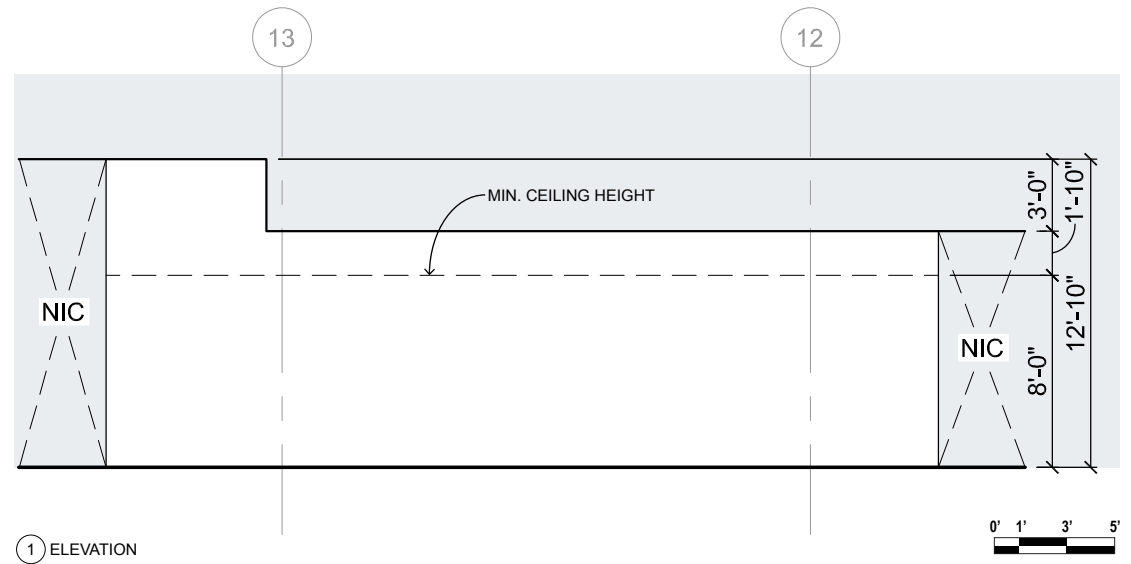
## 7.3 SPACE T1-FB-G8 ELEVATIONS



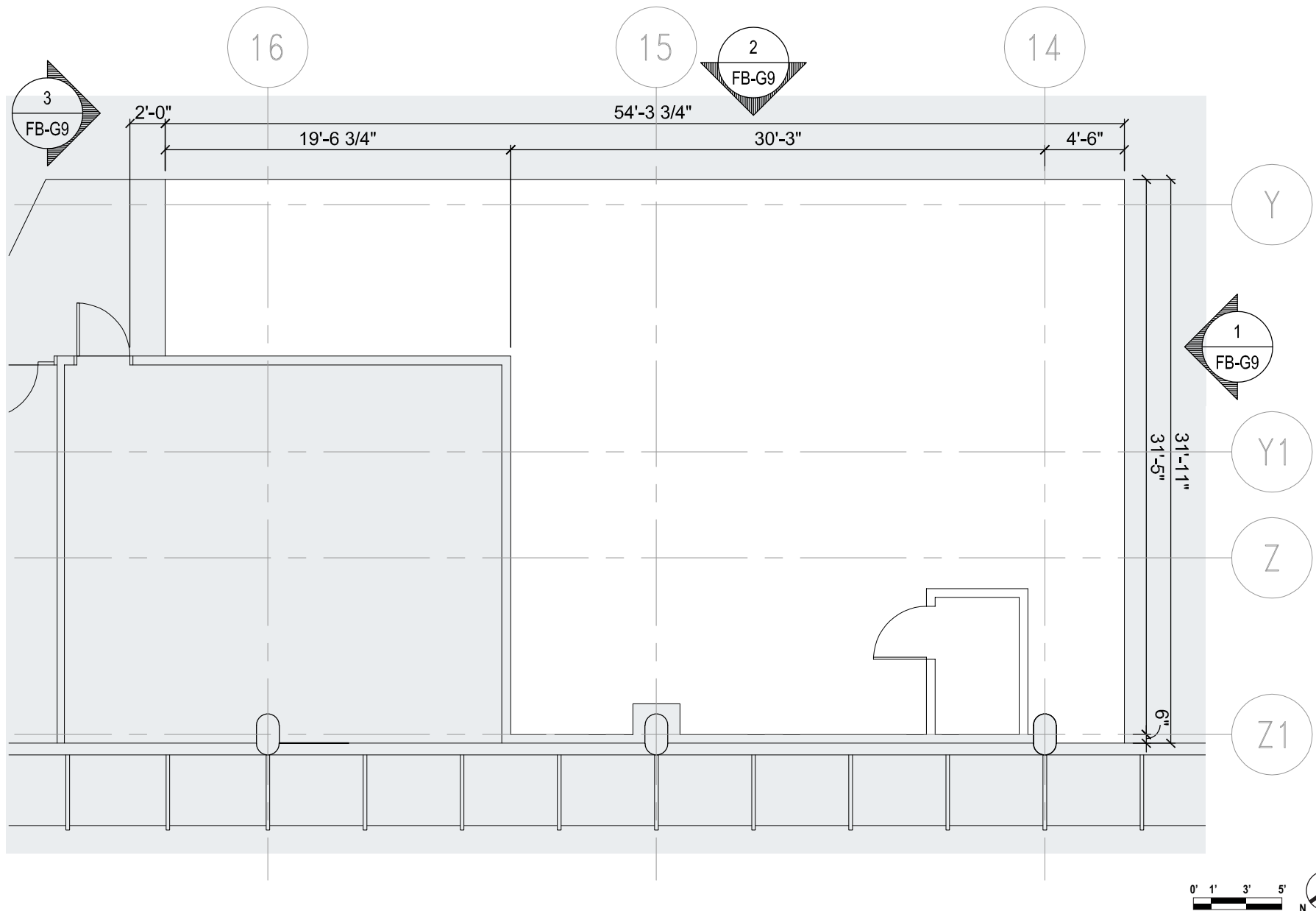
7.4 SPACE T1-FB-G8A AREA = 1158 SF



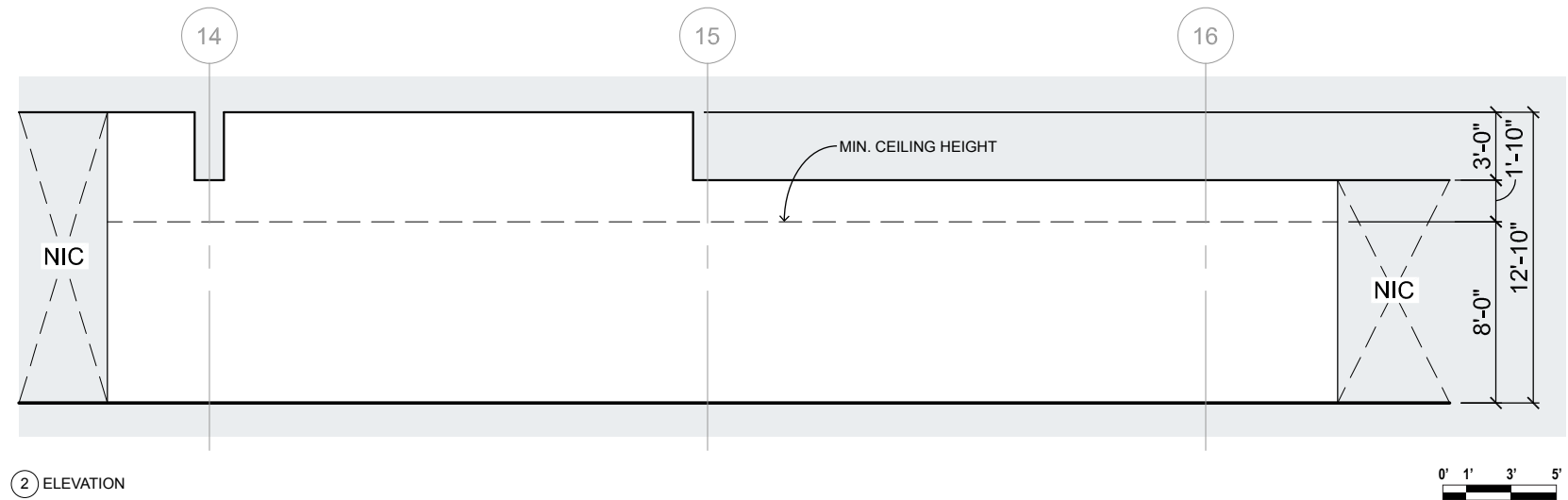
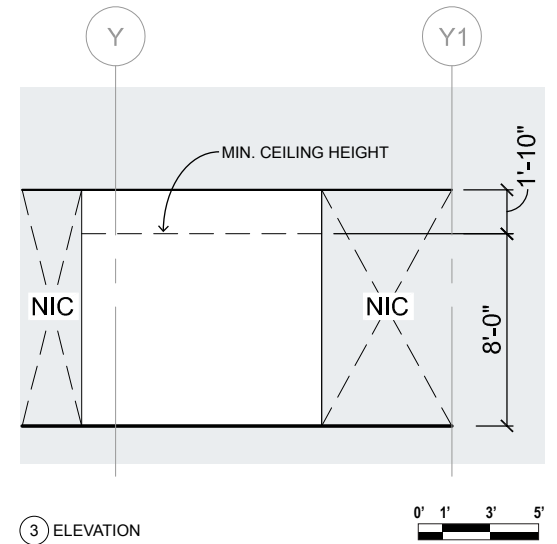
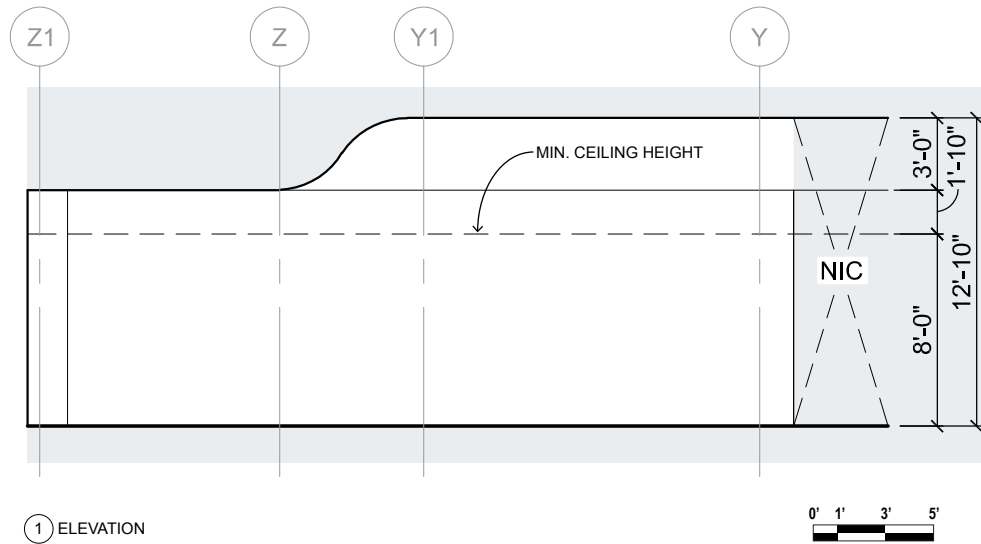
## 7.4 SPACE T1-FB-G8A ELEVATIONS



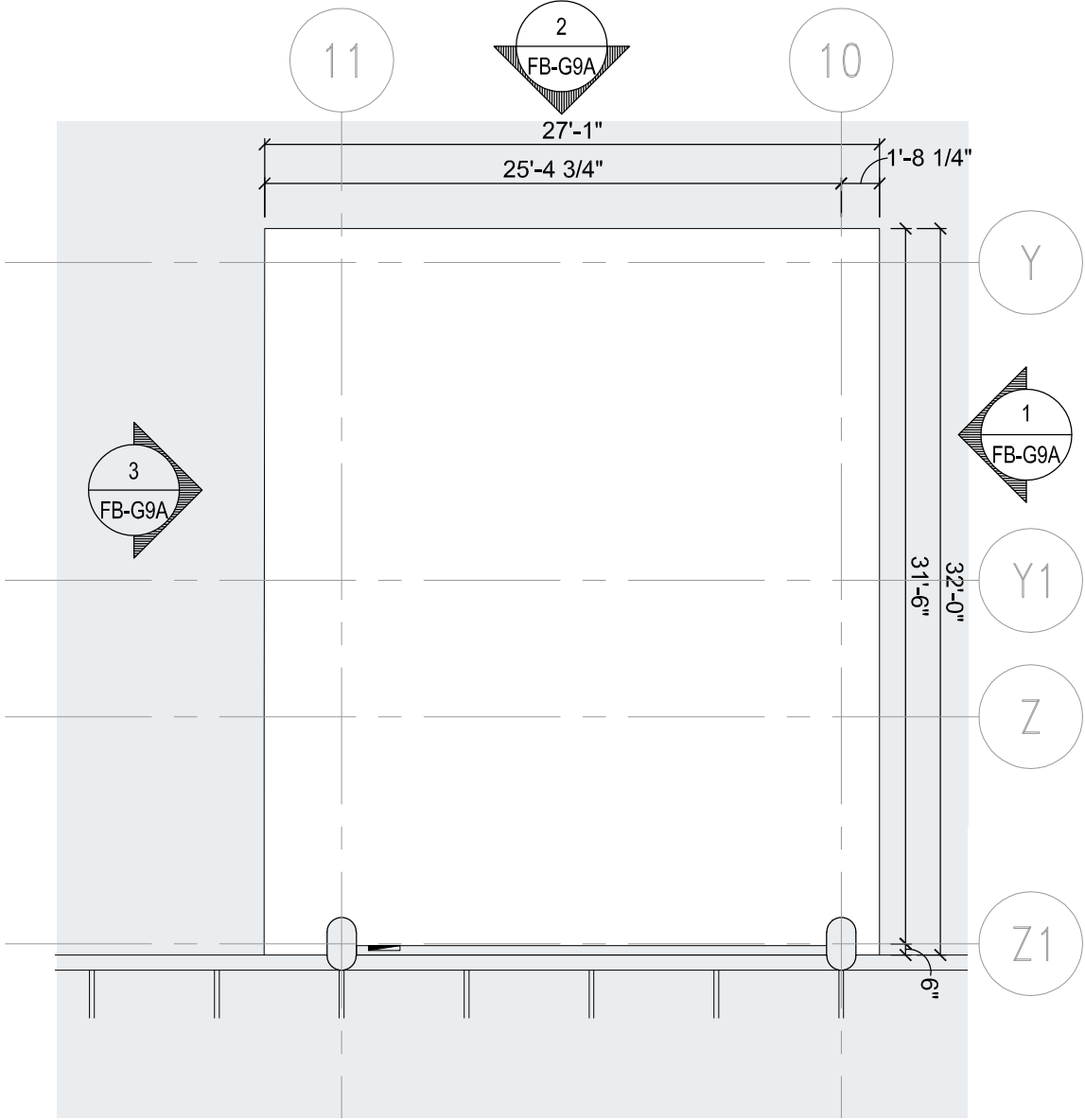
7.5 SPACE T1-FB-G9 AREA = 1283 SF



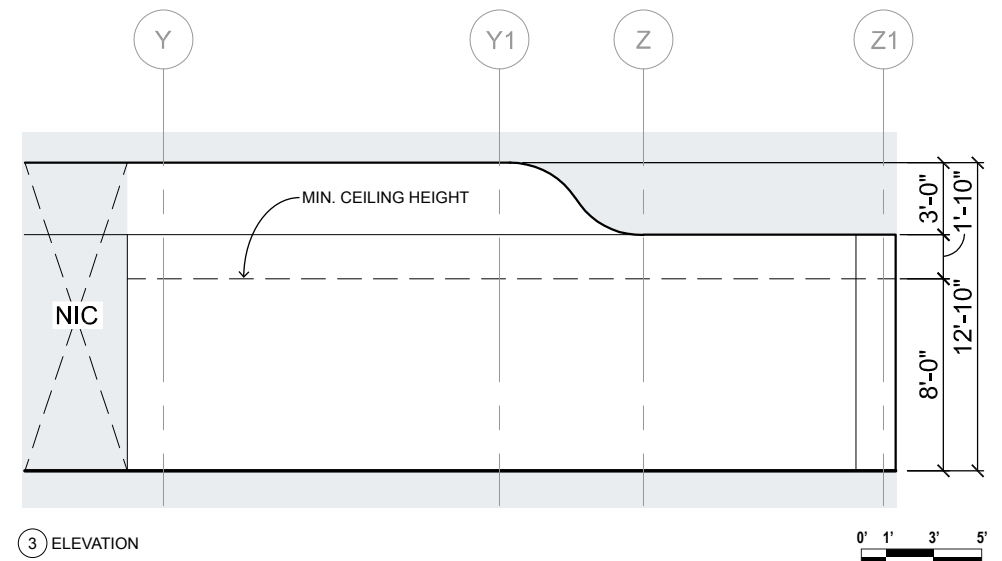
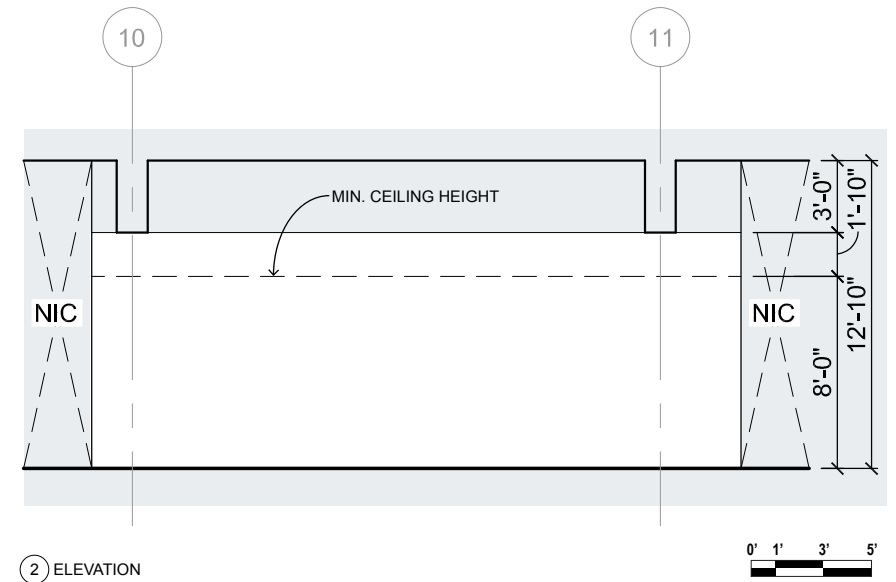
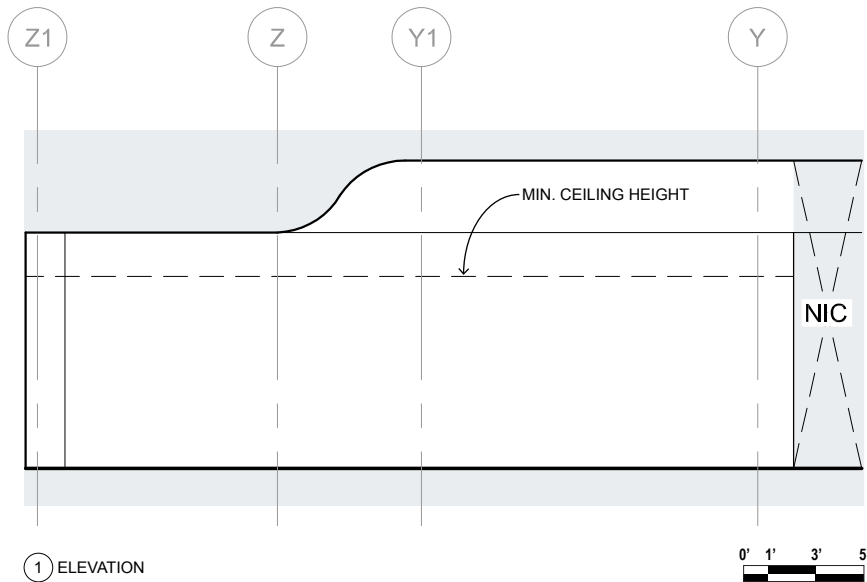
7.5 SPACE T1-FB-G9 ELEVATIONS



7.6 SPACE T1-FB-G9A    AREA = 853 SF

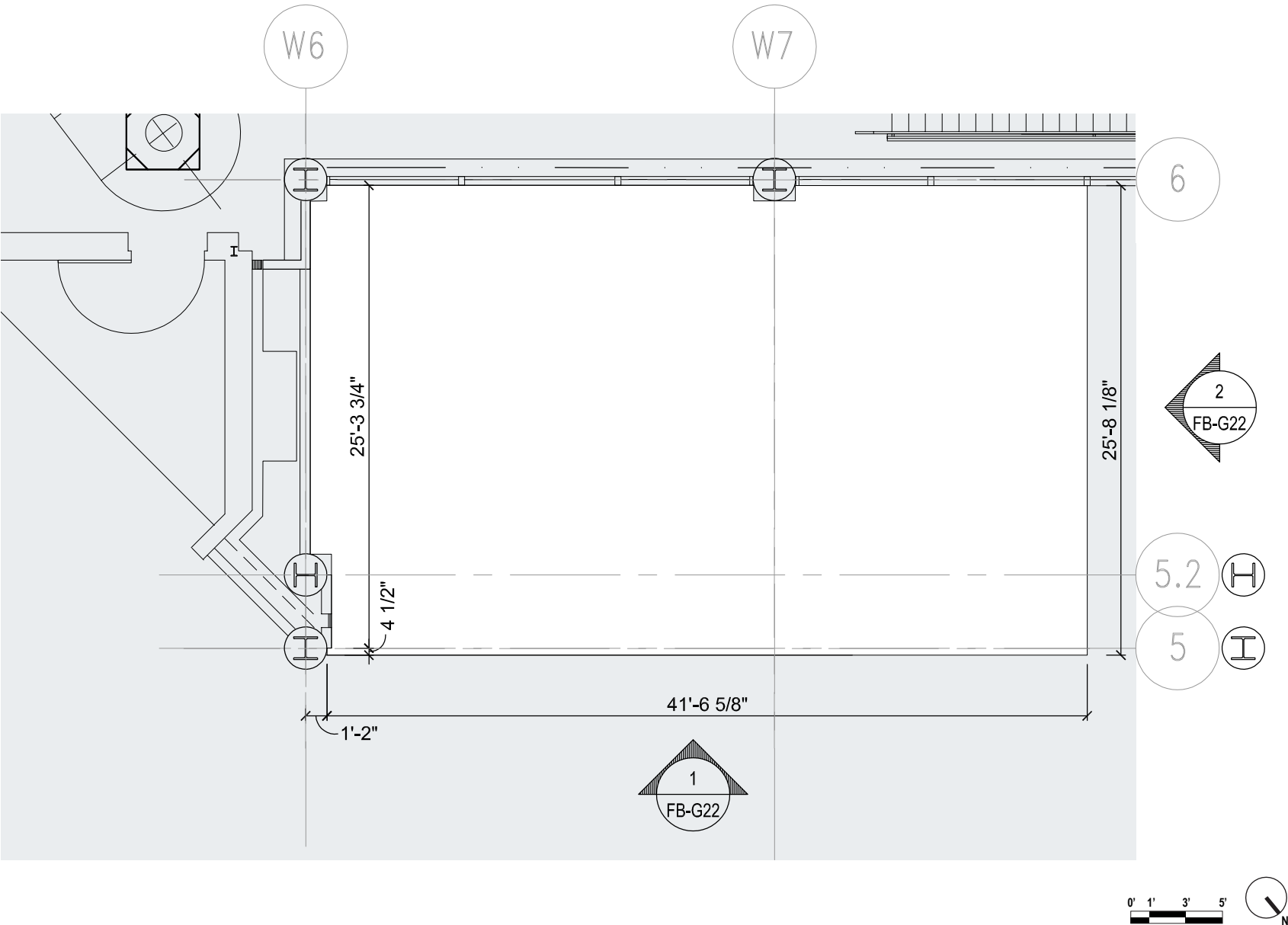


## 7.6 SPACE T1-FB-G9A ELEVATIONS

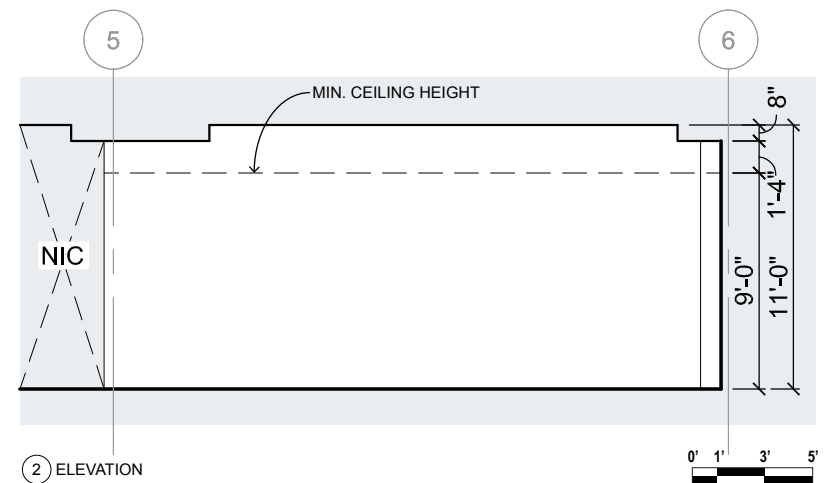
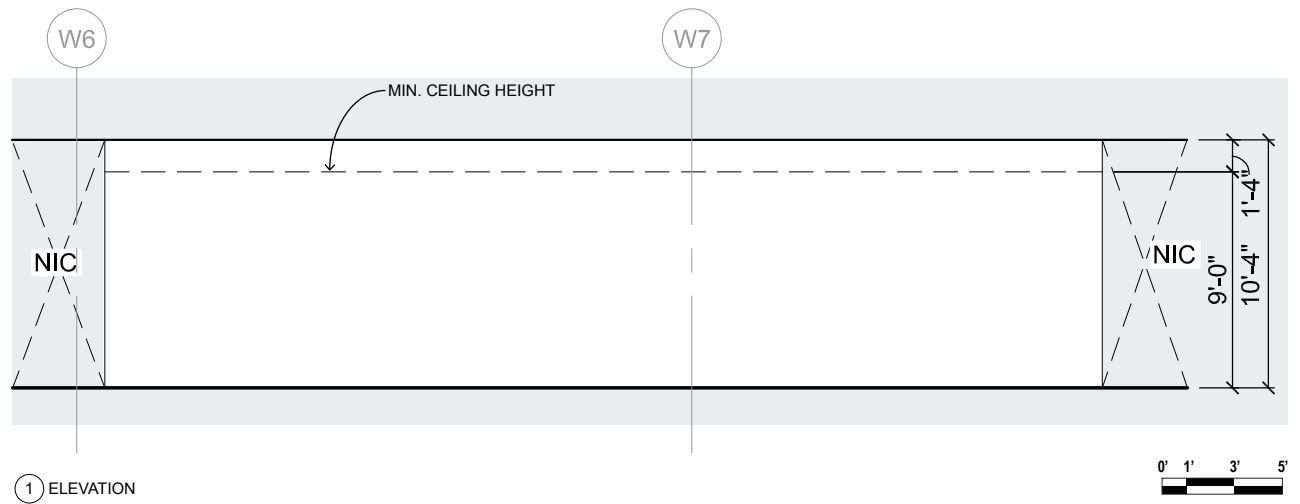




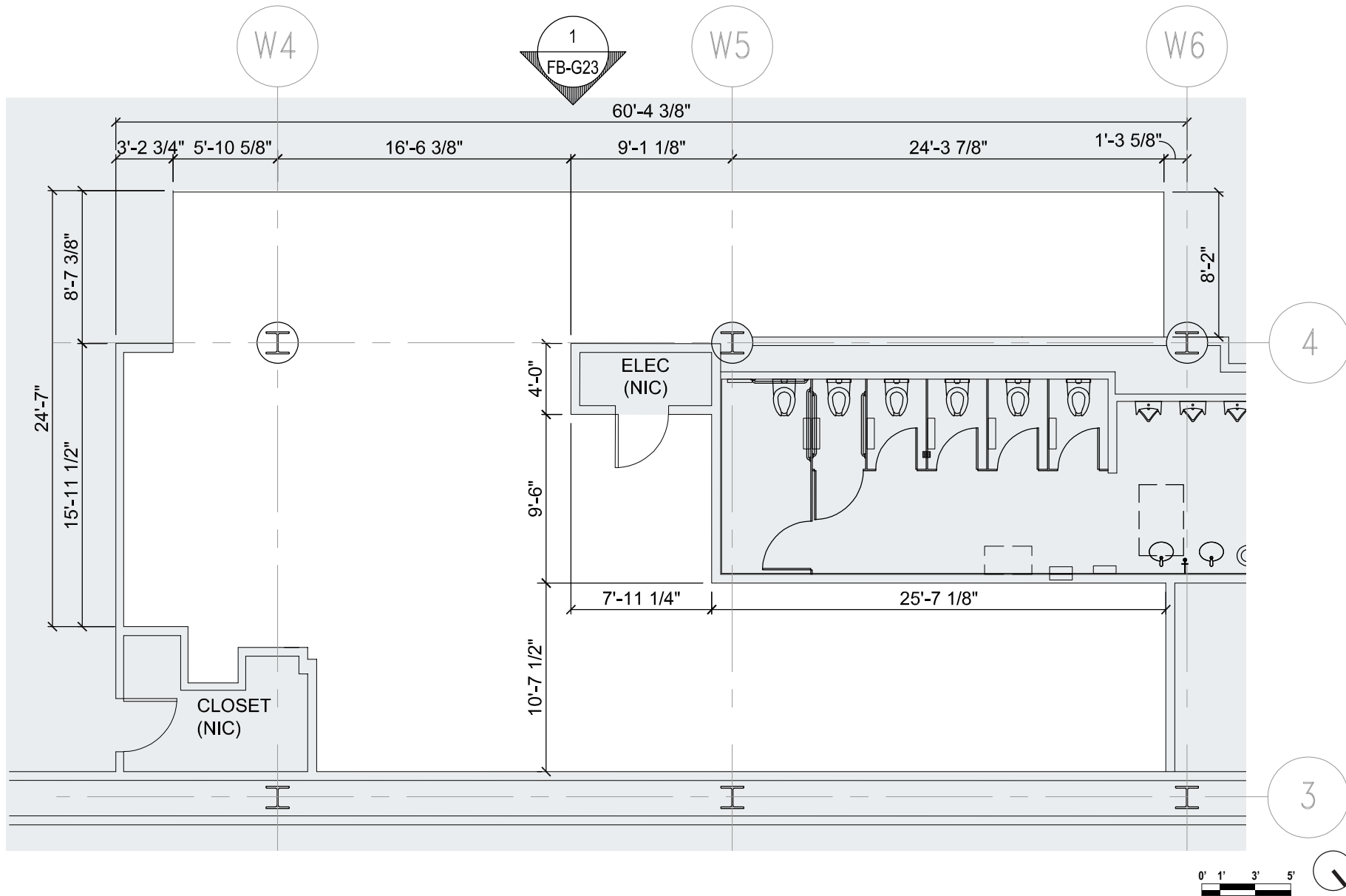
7.7 SPACE T2-FB-G22    AREA = 1081 SF



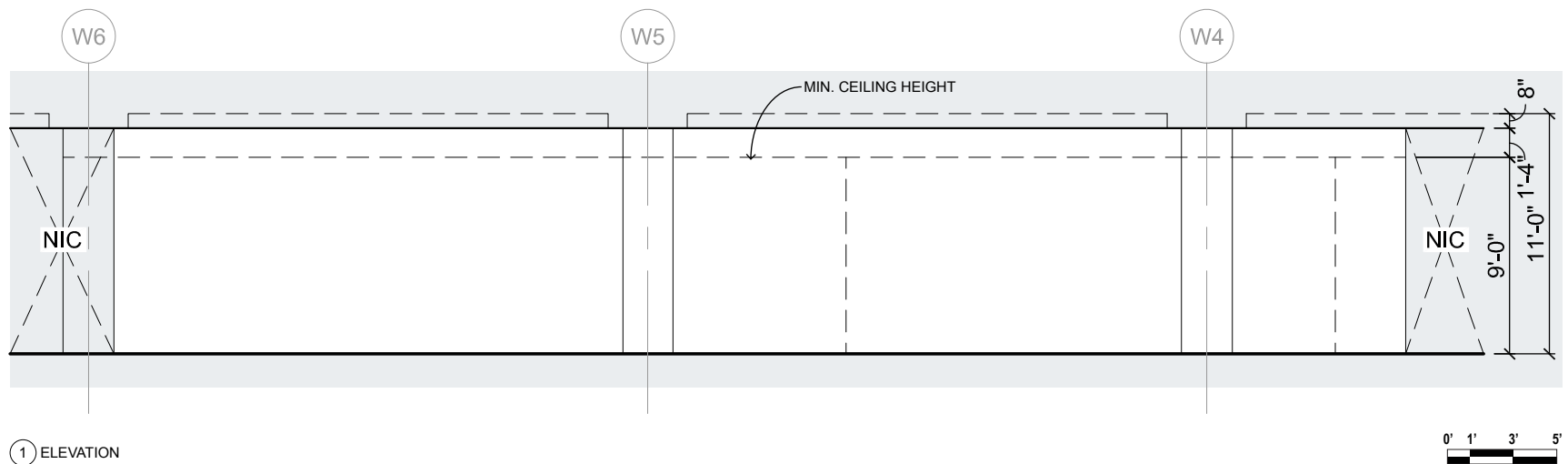
## 7.7 SPACE T2-FB-G22 ELEVATIONS



7.8 SPACE T2-FB-G23 AREA = 1429 SF



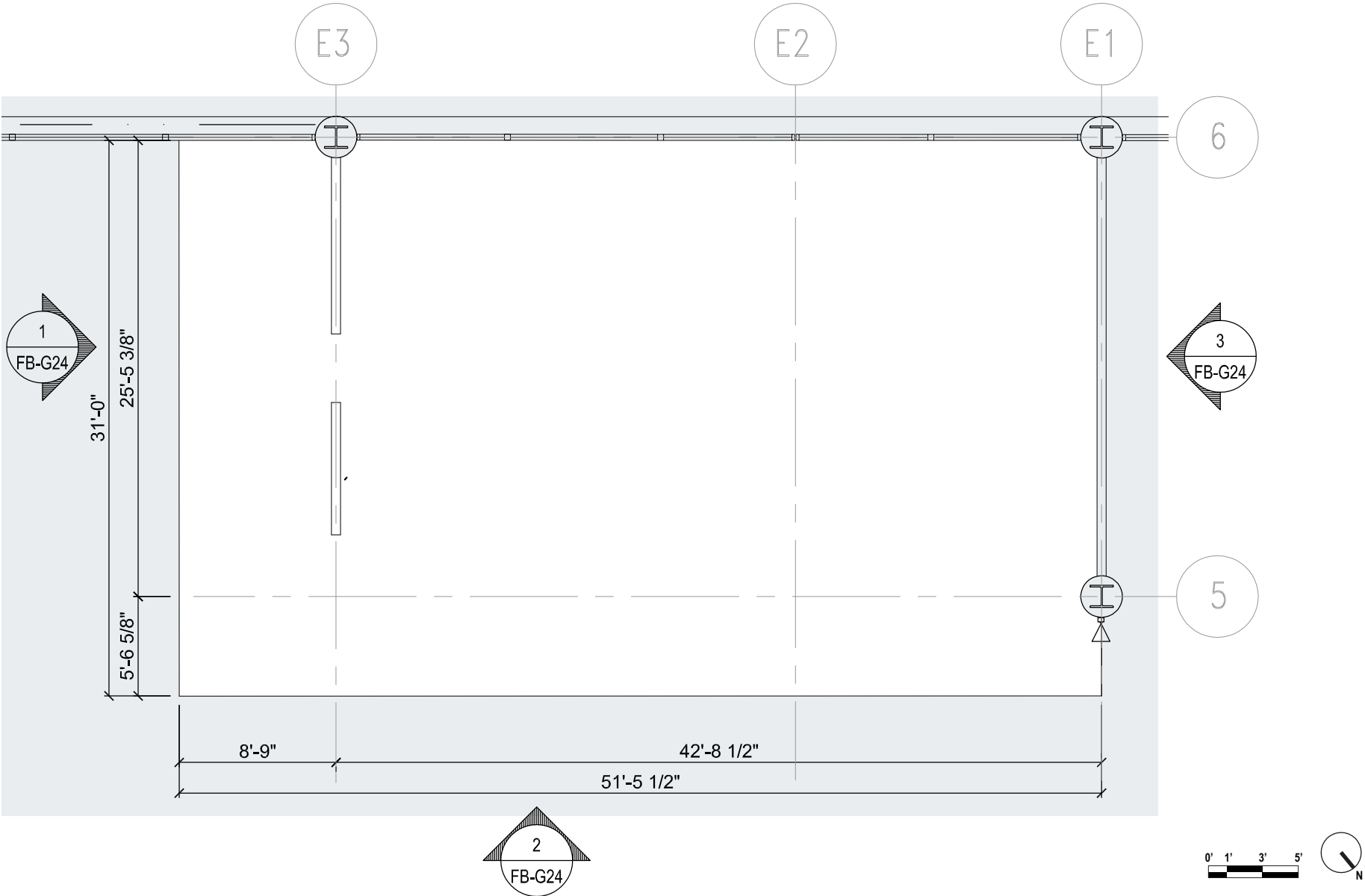
## 7.8 SPACE T2-FB-G23 ELEVATION



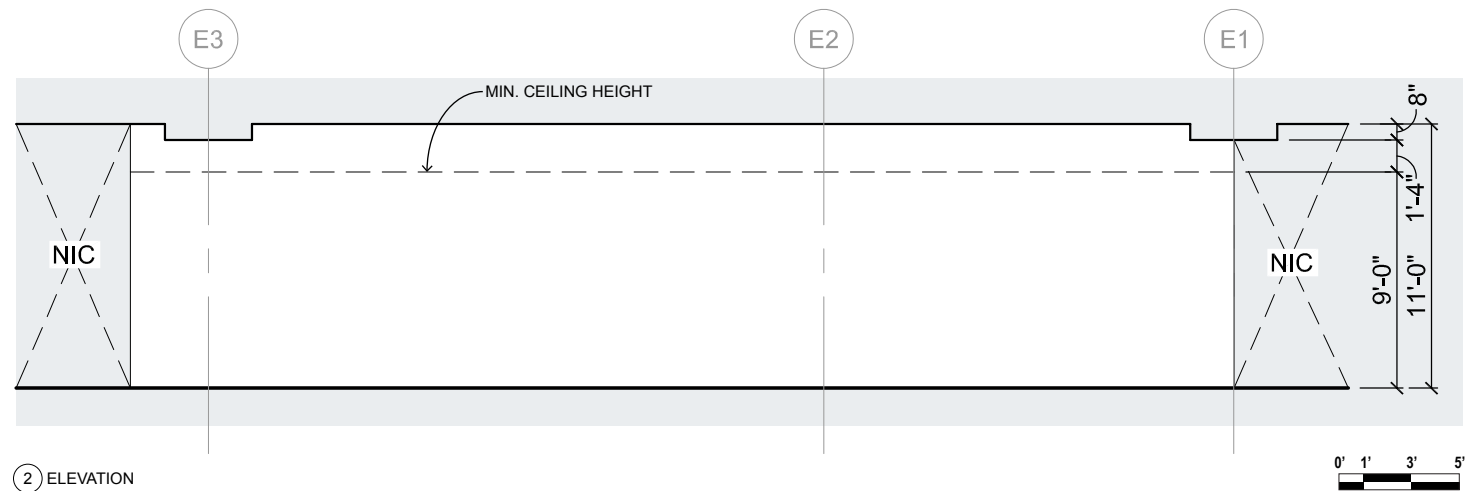
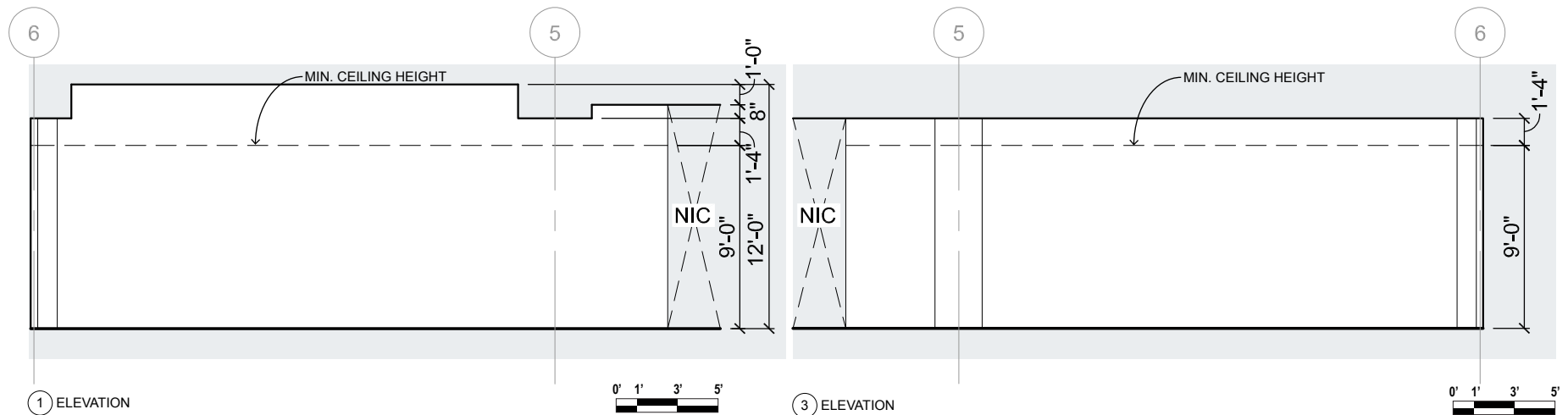
① ELEVATION

DRAFT - 5.1.2018

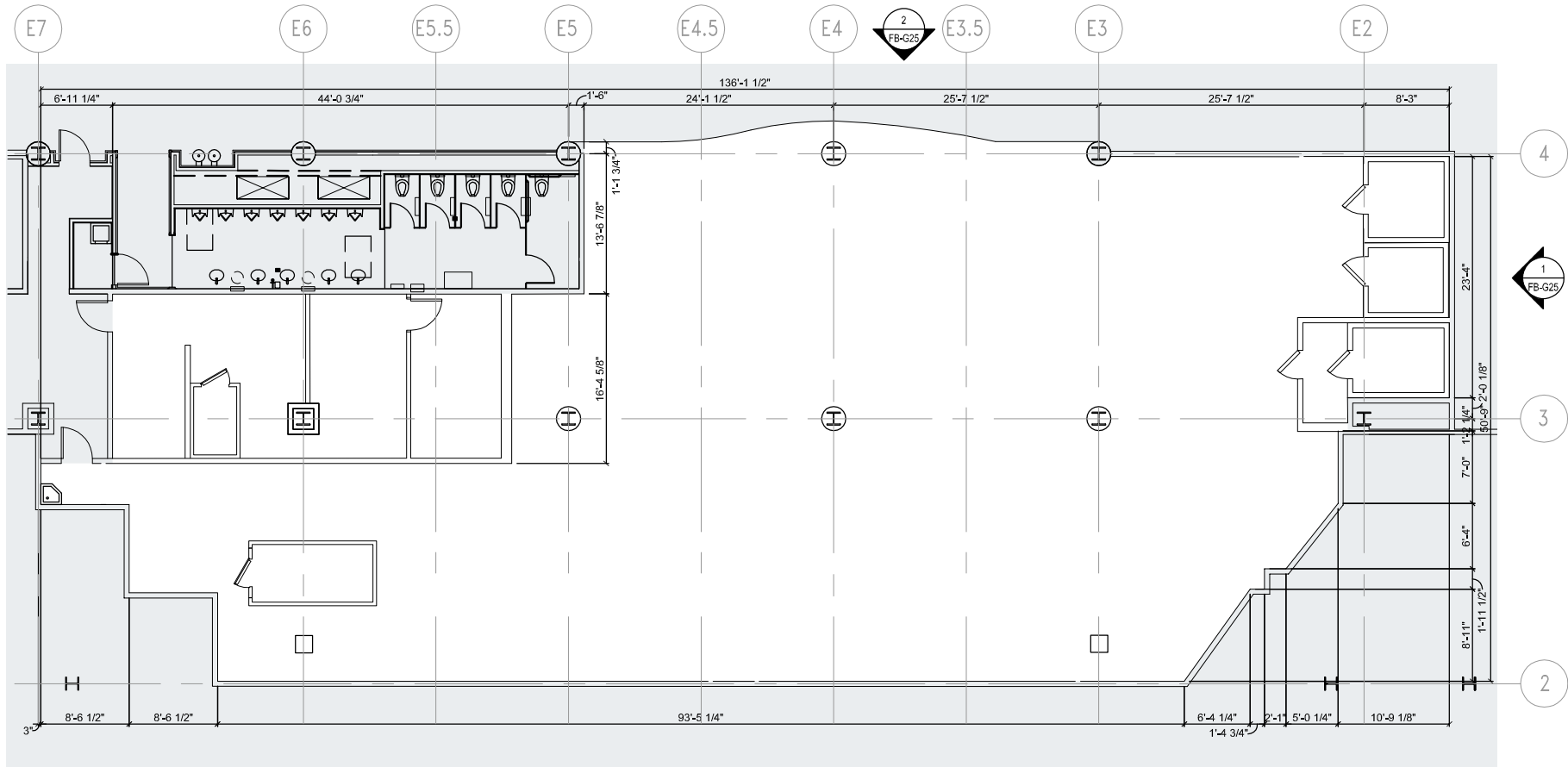
7.9 SPACE T2-FB-G24 AREA = 1583 SF



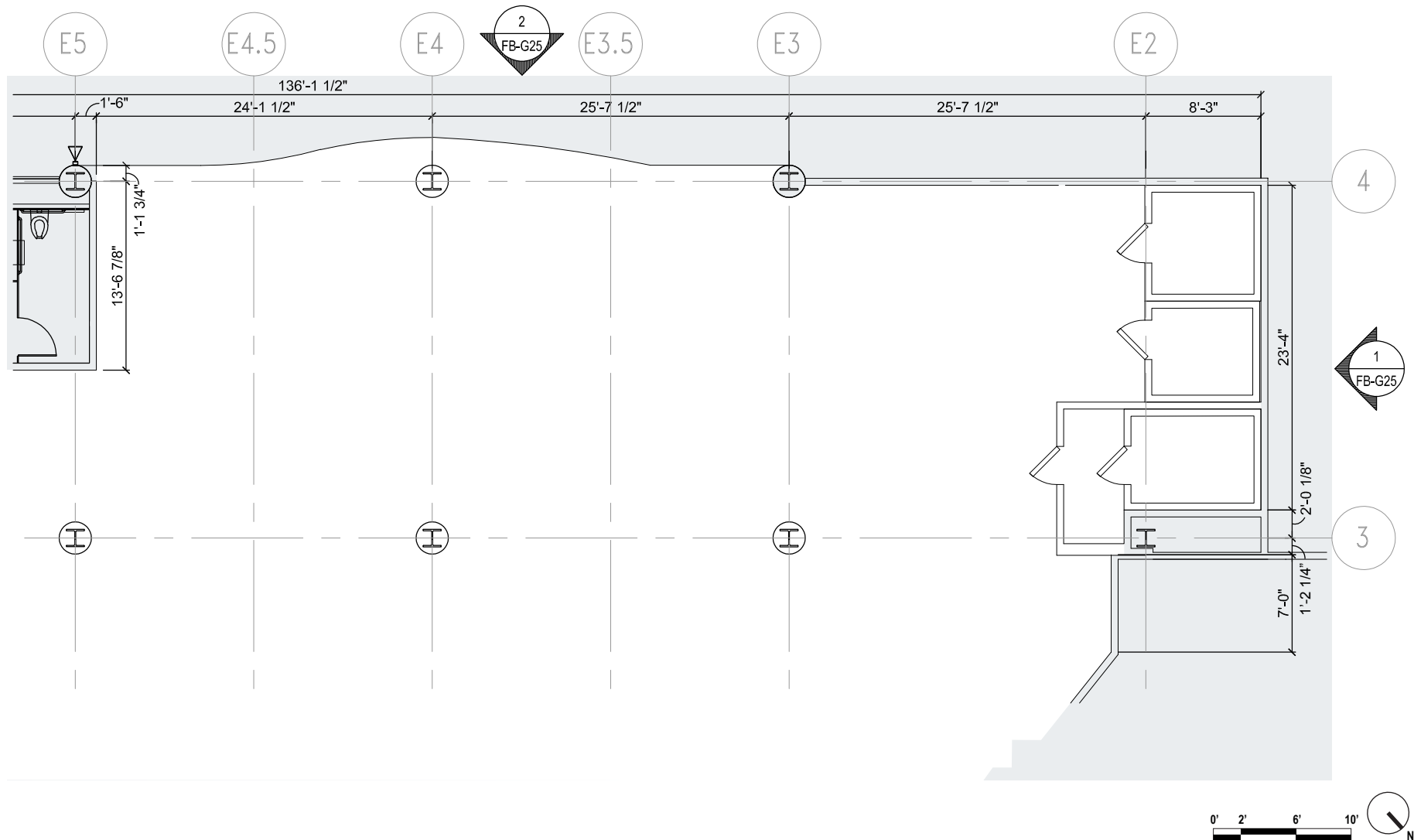
## 7.9 SPACE T2-FB-G24 ELEVATIONS



## 7.10 SPACE T2-FB-G25 - OVERALL PLAN (FOH/BOH) AREA = 5553 SF



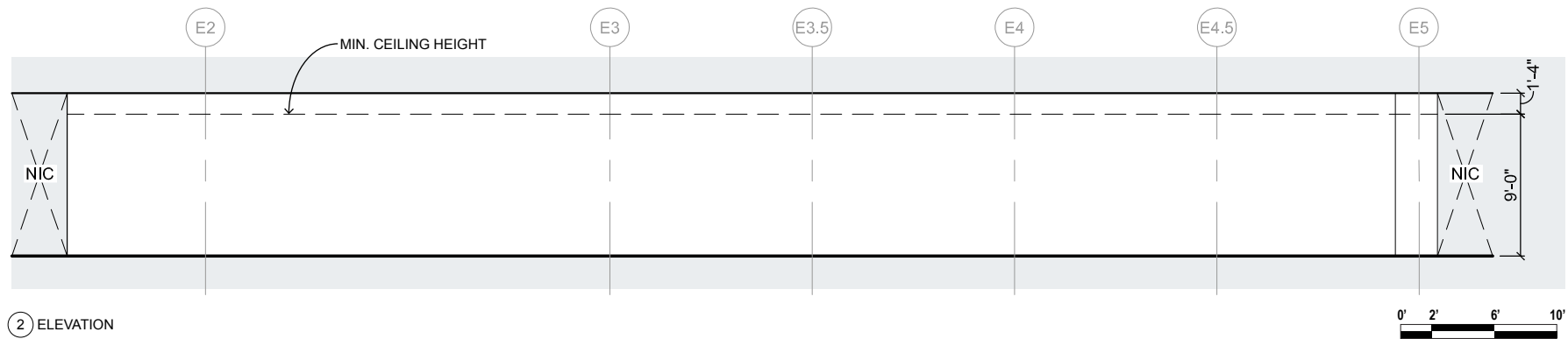
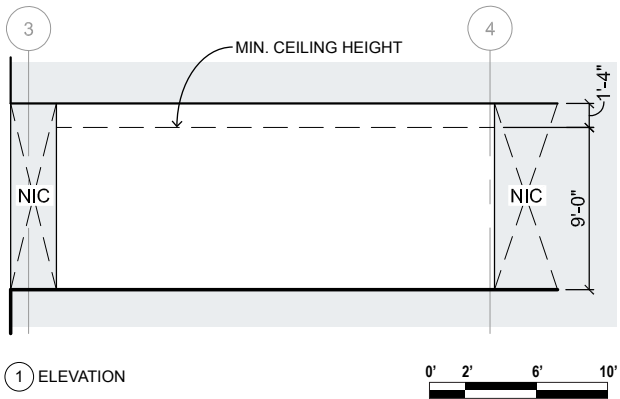
## 7.10 SPACE T2-FB-G25 - ENLARGED PLAN (FOH)



DRAFT - 5.1.2018

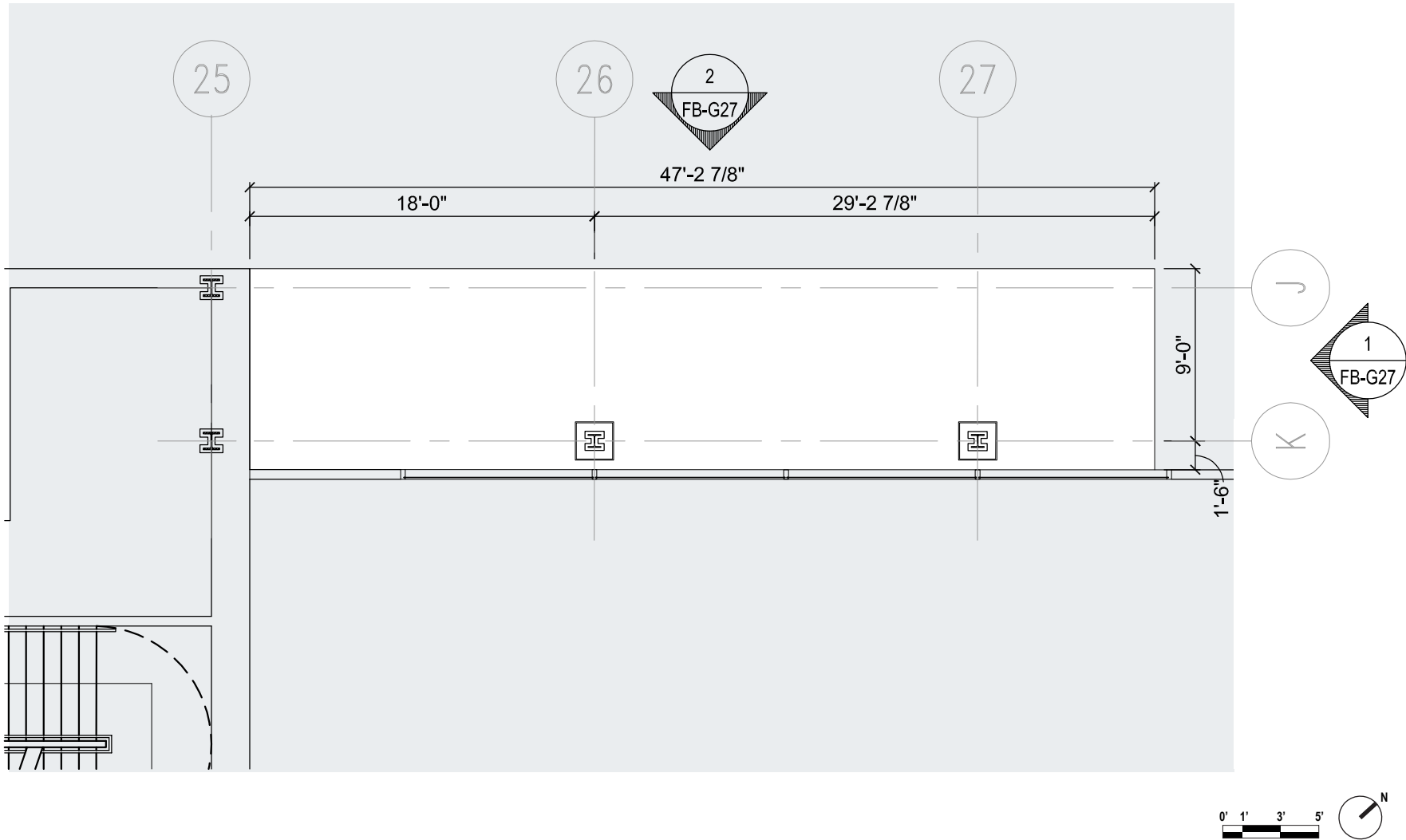


7.10 SPACE T2-FB-G25 ELEVATIONS

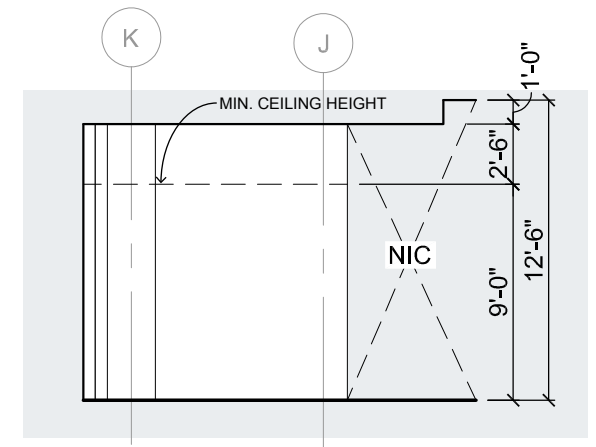


(THIS PAGE INTENTIONALLY LEFT BLANK)

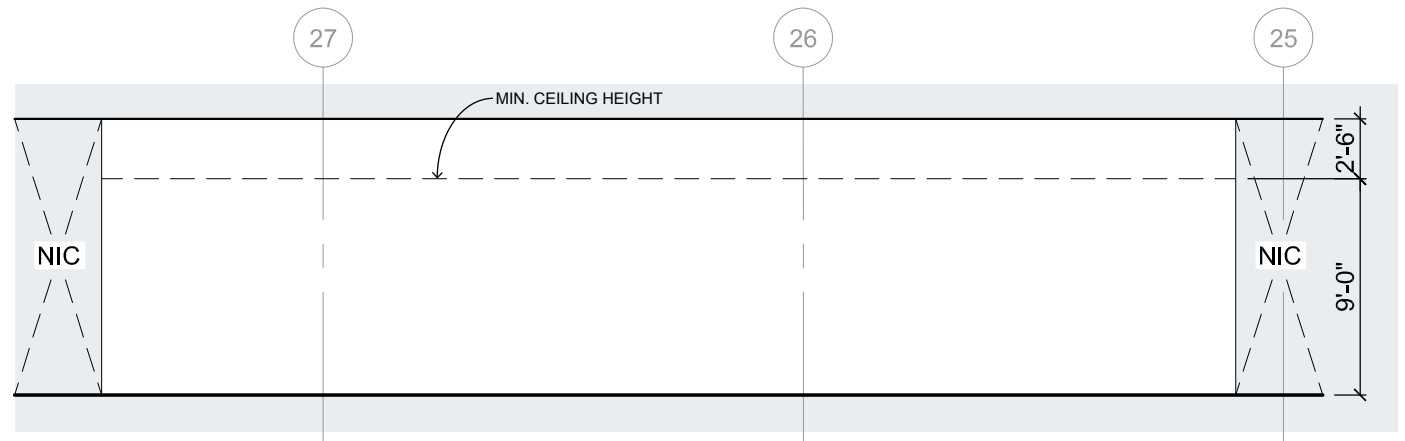
7.11 SPACE T2-FB-G27    AREA = 487 SF



## 7.11 SPACE T2-FB-G27 ELEVATIONS



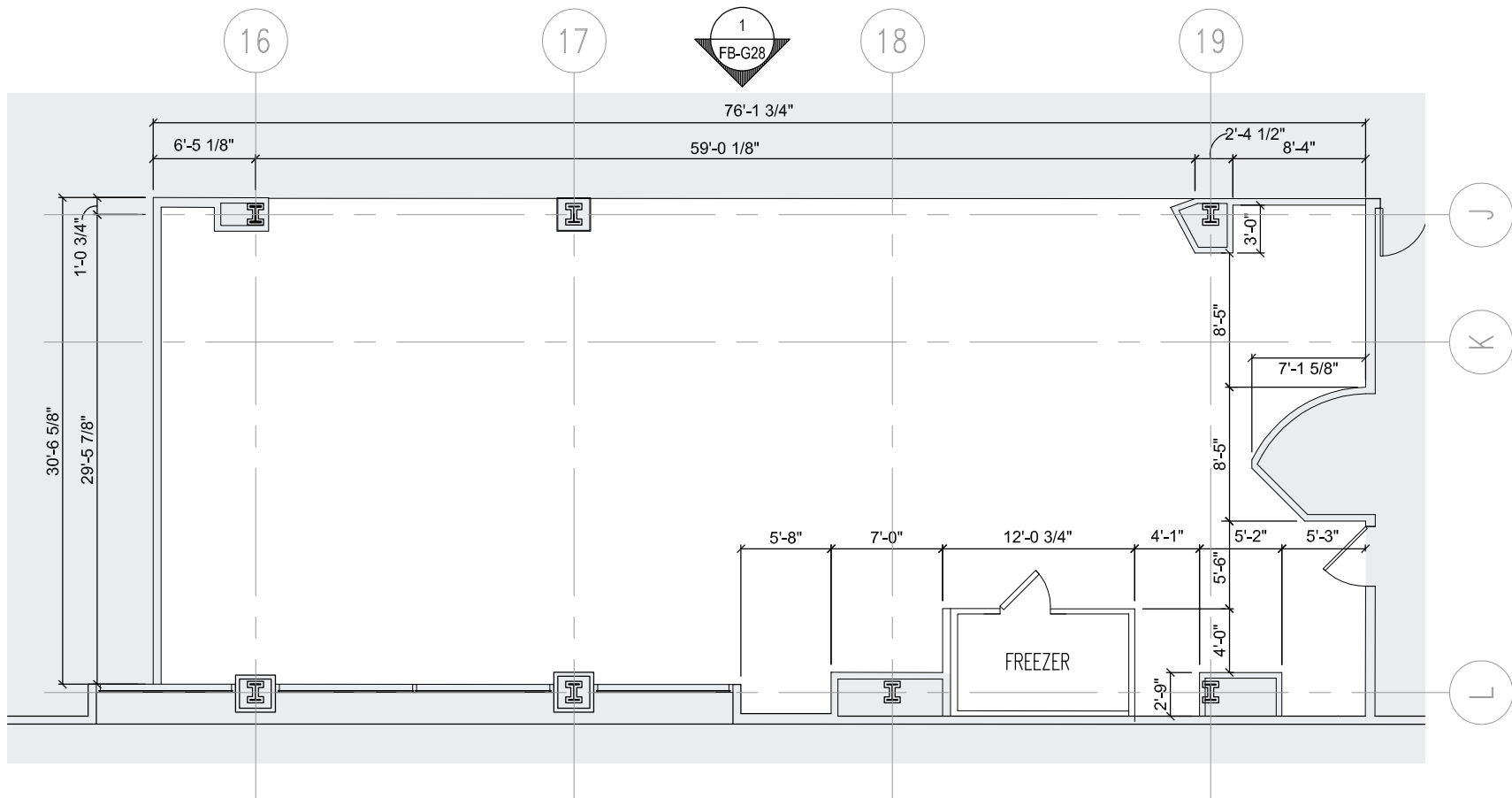
① ELEVATION



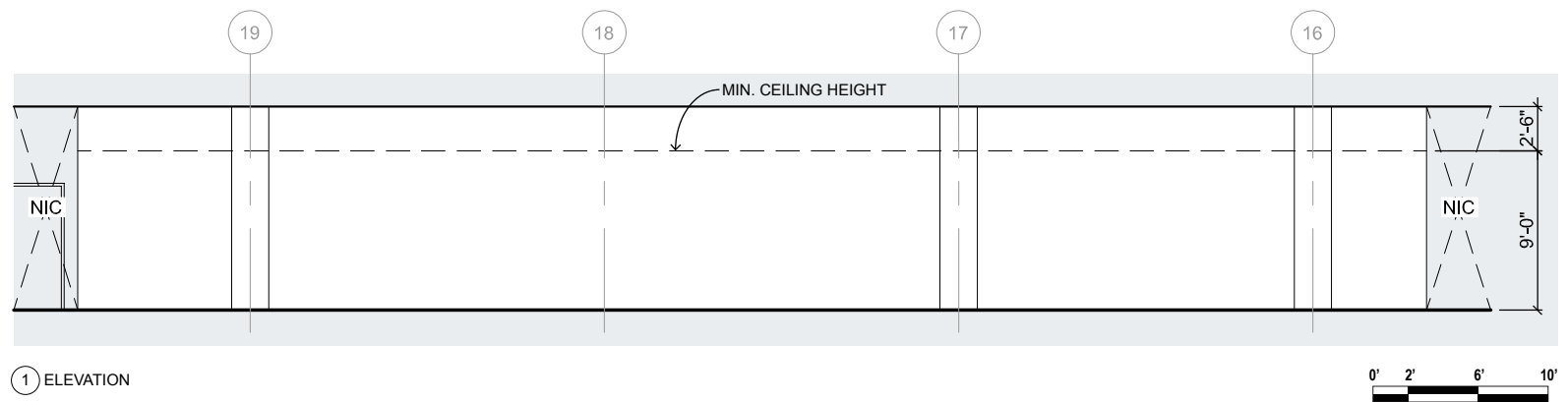
② ELEVATION



7.12 SPACE T2-FB-G28 AREA = 2279 SF

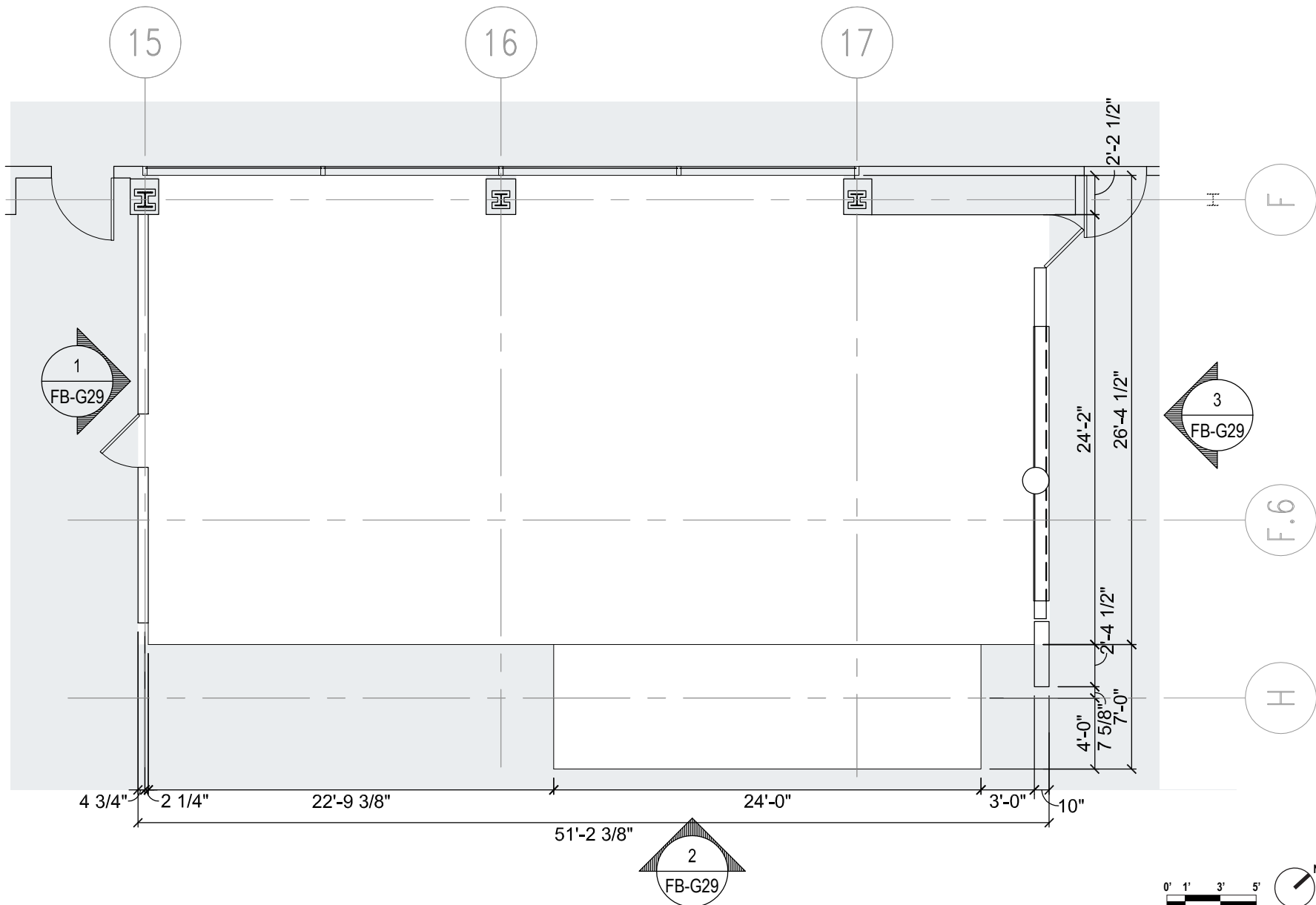


7.12 SPACE T2-FB-G28 ELEVATION

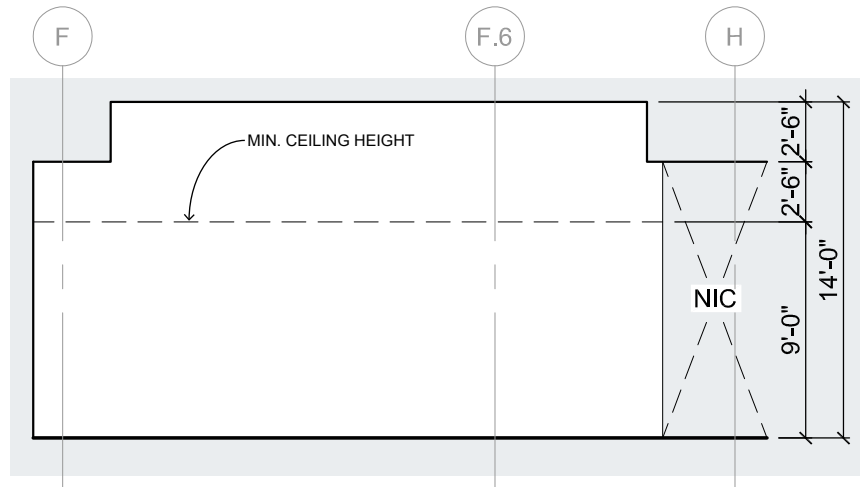


DRAFT - 5.1.2018

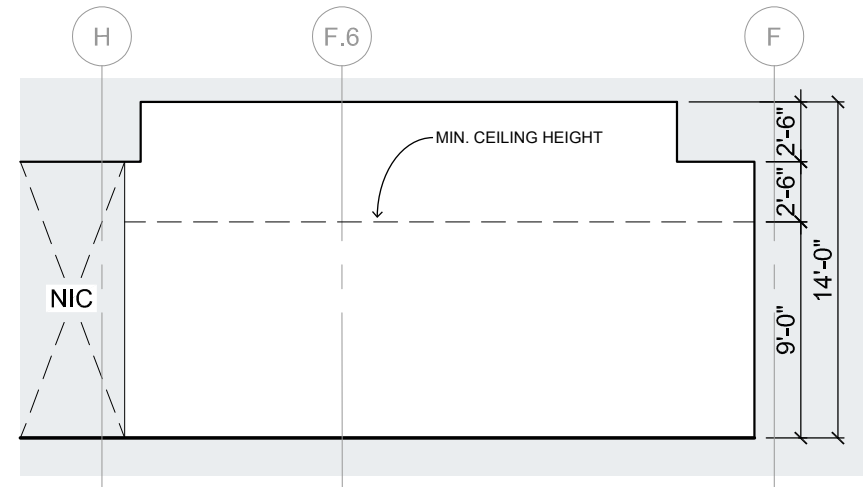
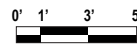
## 7.13 SPACE T2-FB-G29 AREA = 1495 SF



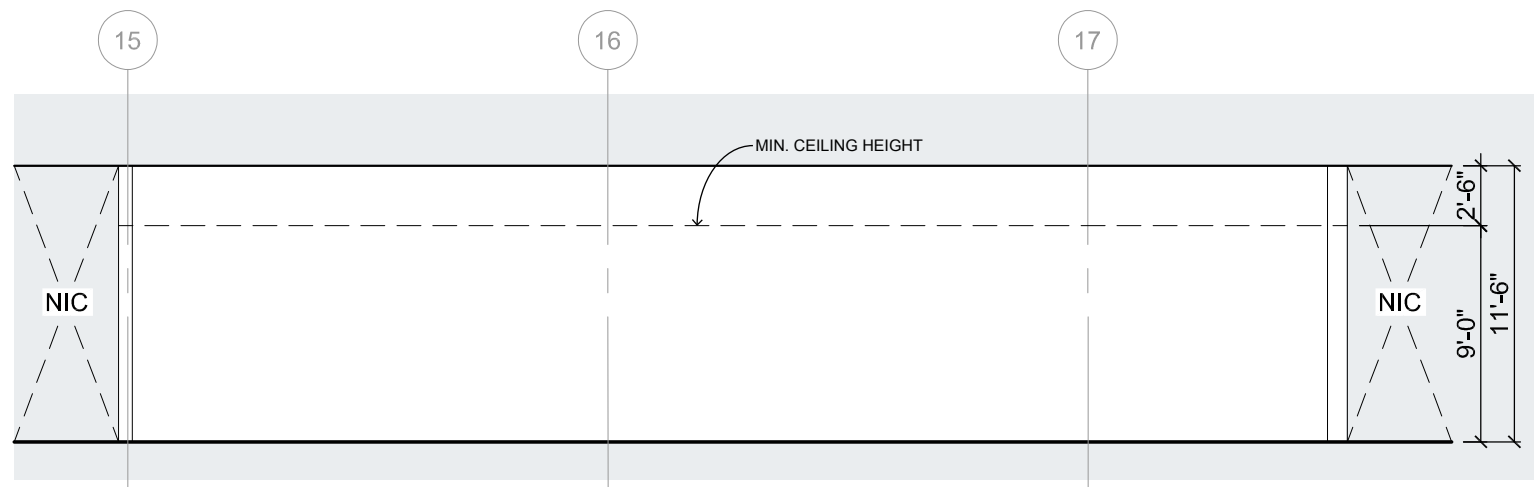
## 7.13 SPACE T2-FB-G29 ELEVATIONS



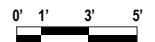
① ELEVATION



③ ELEVATION



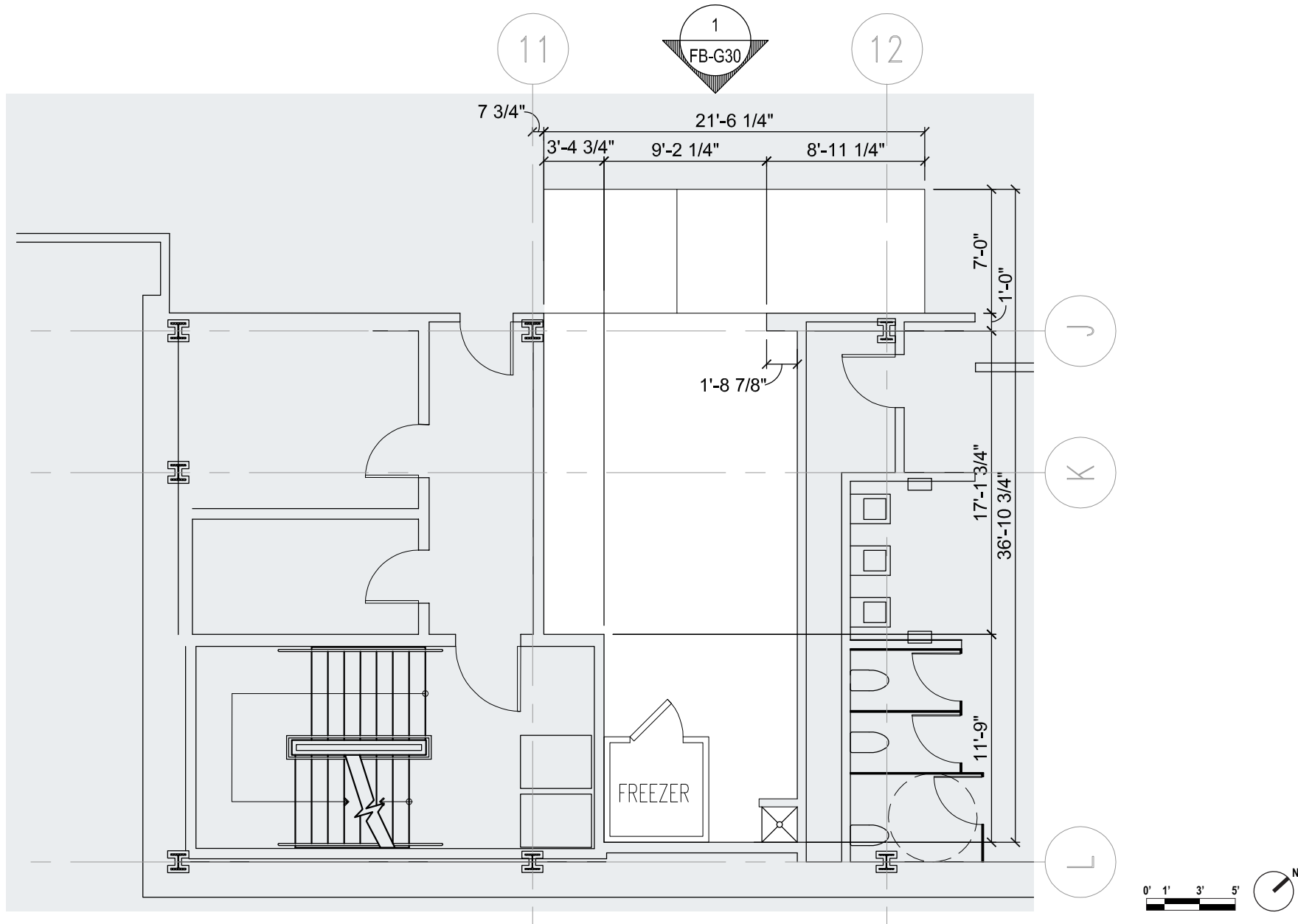
② ELEVATION



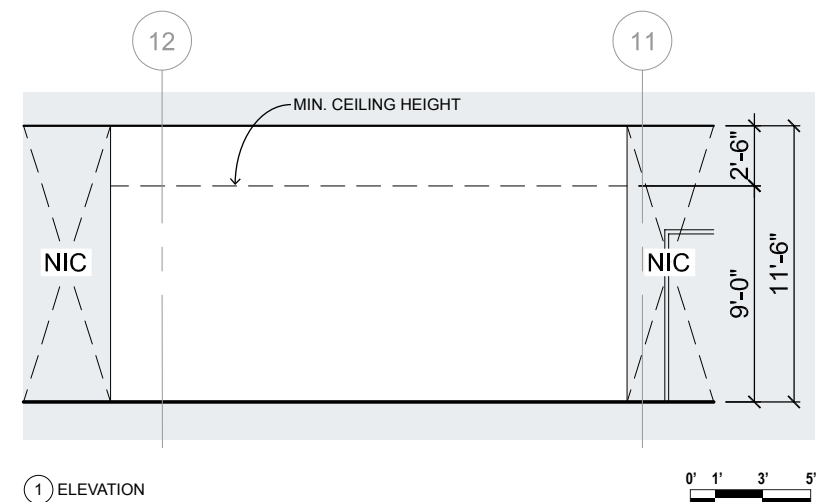
DRAFT - 5.1.2018



7.14 SPACE T2-FB-G30 AREA = 537 SF



## 7.14 SPACE T2-FB-G30 ELEVATION



CRAFT  
COFFEEHOUSE



# A-B

## APPENDIX B: CONCEPTUAL DESIGN

- B.1 SPACE T1-FB-1: PRE-SECURITY FAST CASUAL BISTRO CONCEPTUAL DESIGN
- B.2 SPACE T1-FB-G4: CAFE / COFFEEHOUSE CONCEPTUAL DESIGN
- B.3 SPACE T2-FB-G25: FOOD HALL CONCEPTUAL DESIGN
- B.4 SPACE T2-FB-G25: FULL RESTAURANT CONCEPTUAL DESIGN
- B.5 SPACE T2-FB-1: T2 PRE-SECURITY COFFEEHOUSE CONCEPTUAL DESIGN
- B.6 SPACE T2-FB-C2-1 AND T2-FB-C2-2: T2 CONNECTOR CONCEPTUAL DESIGN

As part of the development of the Food and Beverage Tenant Design Standards (TDS) for the Oakland International Airport, several existing spaces were studied relative to conceptual planning and design opportunities.

The goal of this conceptual design exercise was to explore opportunities and possibilities as they relate to the type, size, location, and visibility of the tenant space(s). Several spaces suggest additional area to be provided to the tenant space beyond the existing area. The proposer and/or potential tenant shall coordinate and confirm the extent of the unit area with the lease line drawings provided as part of the TDS as well as the Port.

The conceptual designs illustrated in this section are aspirational in nature, meant to explore the opportunities of a given space to maximize the units potential. They are not intended to provide design direction to the proposers nor potential future tenants. As such the conceptual designs in this section are provided for reference only and are not to be directly copied or emulated. The proposer shall develop a compliant design based on field verified existing conditions for review.

## APPENDIX B: CONCEPTUAL DESIGN

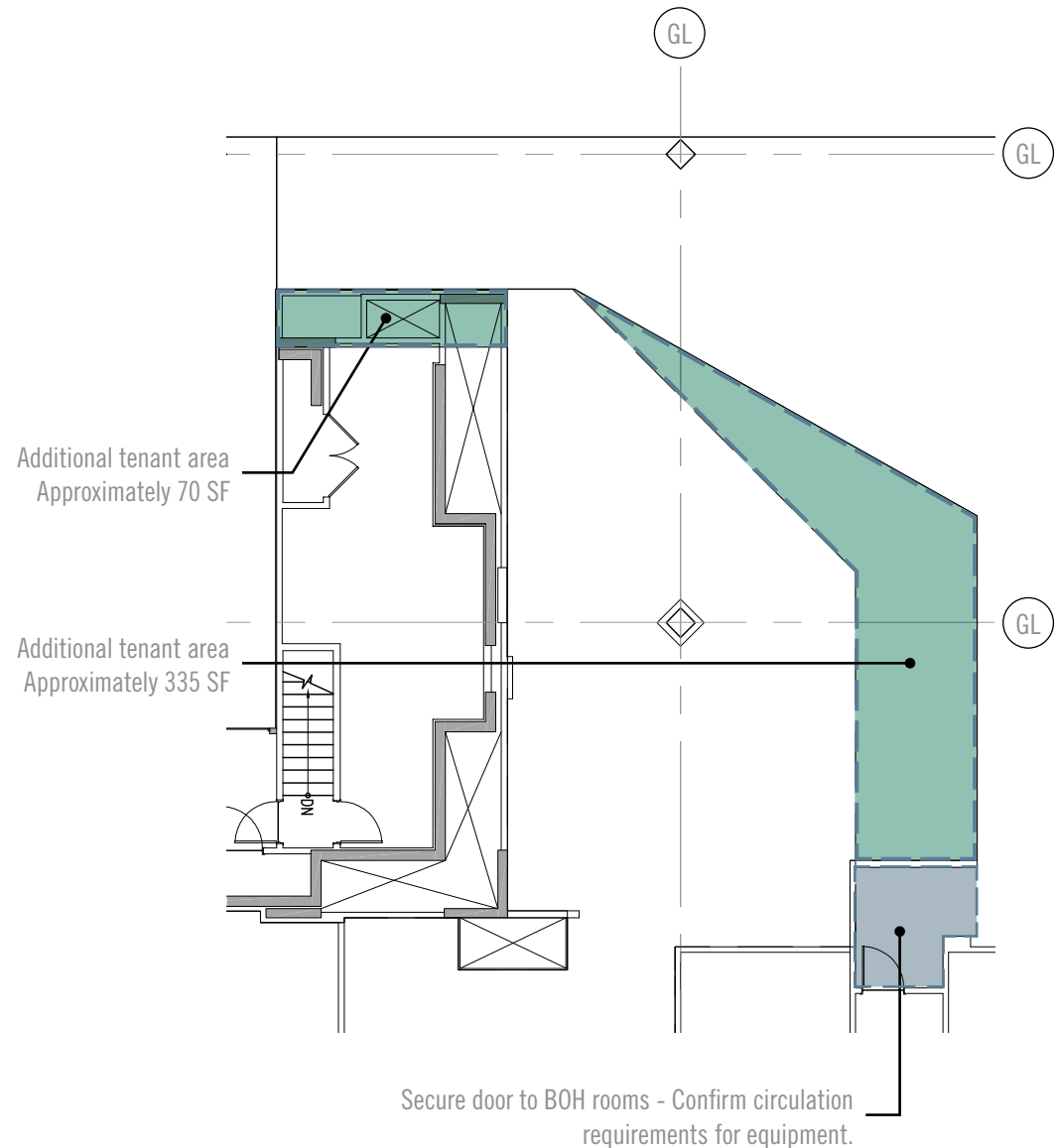
### B.1 SPACE: T1-FB-1 - FAST CASUAL BISTRO CONCEPTUAL LEASE DIAGRAM

The existing tenant space located in Terminal 1 is near the entry to the security screening checkpoint (SSCP). It is the only food and beverage space located pre-security in Terminal 1.

One of the challenges of this location is the limited visual exposure to departures passengers entering the area. As the space is 'tucked around the corner', some passengers may not see the unit until they have entered the SSCP. The lease outline drawings suggest additional area where abandoned shafts currently exist which is proposed to be added to the existing unit area. The concept explores utilizing the additional space to wrap branded materials, finishes, and furniture from inside the unit and 'around the corner' to provide better visibility to the unit before passengers enter the SSCP.

In addition to the limited exposure, seating in the existing space is limited. While the primary frontage of the unit faces an existing meeter/greeter lounge area, opaque and visually heavy knee walls around the unit make the space feel constrained.

The concept also suggests rearranging the circulation at the secure access door adjacent to the space in order to provide additional area to the unit for seating adjacent to the meeter greeter lounge. Required railings and dividers in this area could appear visually lightweight and transparent in nature to help the space feel more open.





## B.1 SPACE: T1-FB-1 - FAST CASUAL BISTRO CONCEPTUAL DIAGRAM

Branded/perforated vertical elements and light fixtures denote/define spaces within a space.



Adjacent meeter/greeter lounge area.

**DRAFT - 5.1.2018**

## APPENDIX B: CONCEPTUAL DESIGN

### B.1 SPACE: T1-FB-1 - FAST CASUAL BISTRO CONCEPTUAL RENDERING

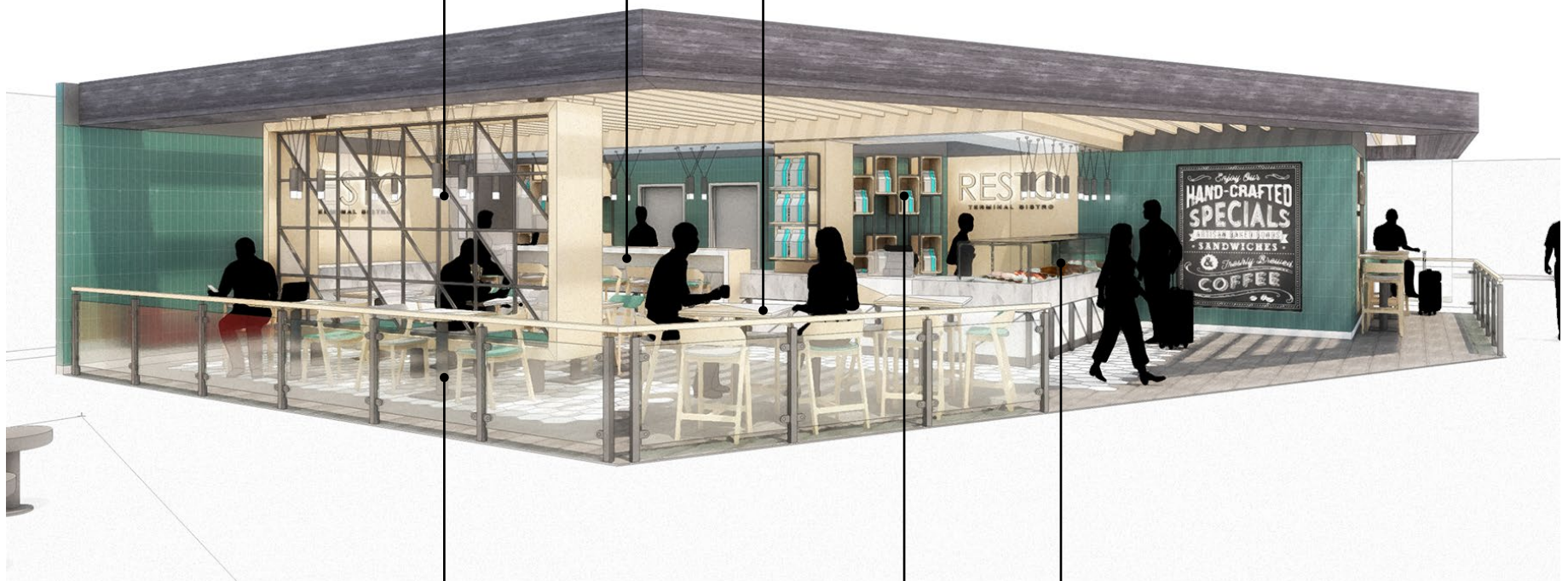




## B.1 SPACE: T1-FB-1 - FAST CASUAL BISTRO CONCEPTUAL RENDERING

Branded/perforated vertical elements and light fixtures denote/define spaces within a space.

Mix of traditional food service and lounge seating types.



If and/or where railing dividers are required, visually lightweight materials and finishes promote openness and visibility.

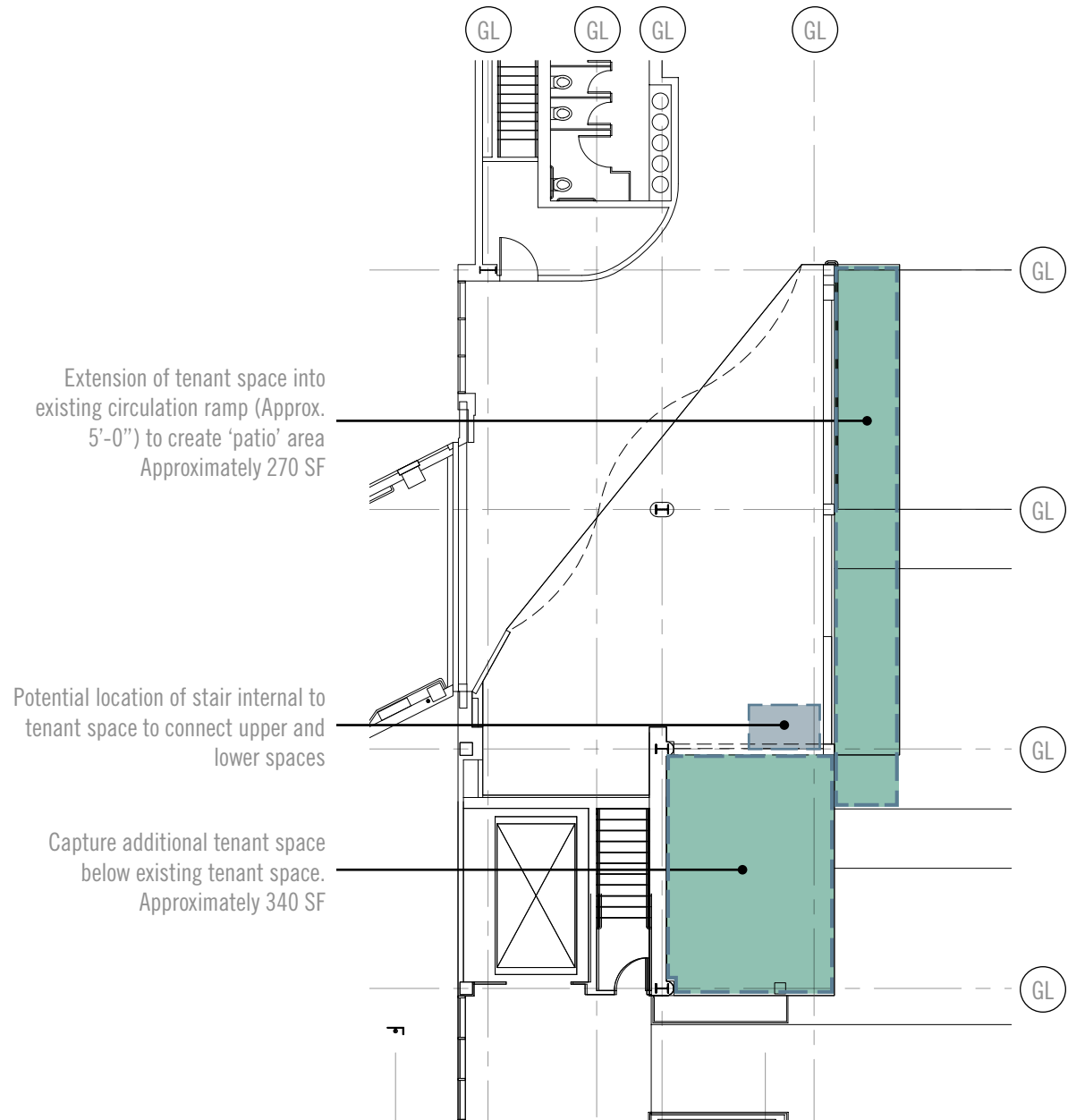
Grab n' Go/Product Merchandising units integrated into overall design aesthetic and visual language.

**DRAFT - 5.1.2018**

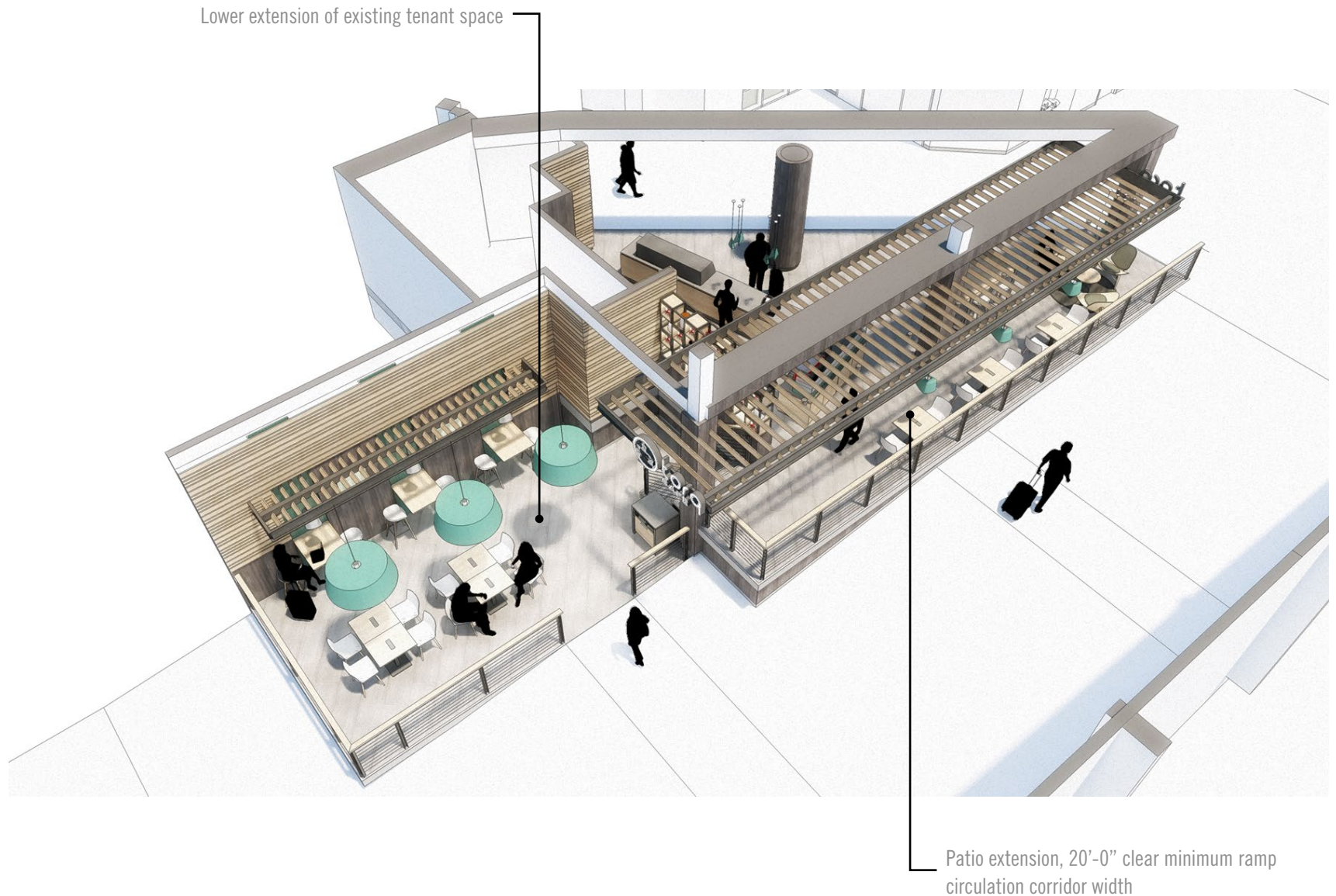


## B.2 SPACE: T1-FB-G4 - CAFE/COFFEEHOUSE CONCEPTUAL LEASE DIAGRAM

In addition to the patio extension, the concept also suggests capturing space below the unit which is currently underutilized. The lower portion of the unit is connected to the upper by a communicating stair inside the unit. Wrapping branded materials and finishes into the lower area connect the two zones and offer increased visibility to passengers departing for the international arrivals and departures hold room area adjacent to the SSCP exit.



B.2 SPACE: T1-FB-G4 - CAFE/COFFEEHOUSE CONCEPTUAL DIAGRAM



## APPENDIX B: CONCEPTUAL DESIGN

### B.2 SPACE: T1-FB-G4 - CAFE/COFFEEHOUSE CONCEPTUAL RENDERING

Extending materials from upper space provides visual connection and brand continuity.

Dimensional Illuminated branding can take advantage of the larger volume of space.



Suspended light fixtures and/or ceiling elements to add scale to the space.

Additional 'patio' area added to existing tenant space to increase visibility by passengers.



## B.2 SPACE: T1-FB-G4 - CAFE/COFFEEHOUSE CONCEPTUAL RENDERING

Suspended canopy/ceiling and/or light fixtures over 'patio' extension seating add scale to the space in the larger overall volume.

Mix of traditional food service and lounge seating types.



Visually and materially lightweight railing systems to maximize openness and visibility.

Mix of traditional food service and lounge seating types.

**DRAFT - 5.1.2018**

## APPENDIX B: CONCEPTUAL DESIGN

### B.3 SPACE: T2-FB-G25 - FOOD HALL CONCEPTUAL LEASE DIAGRAM

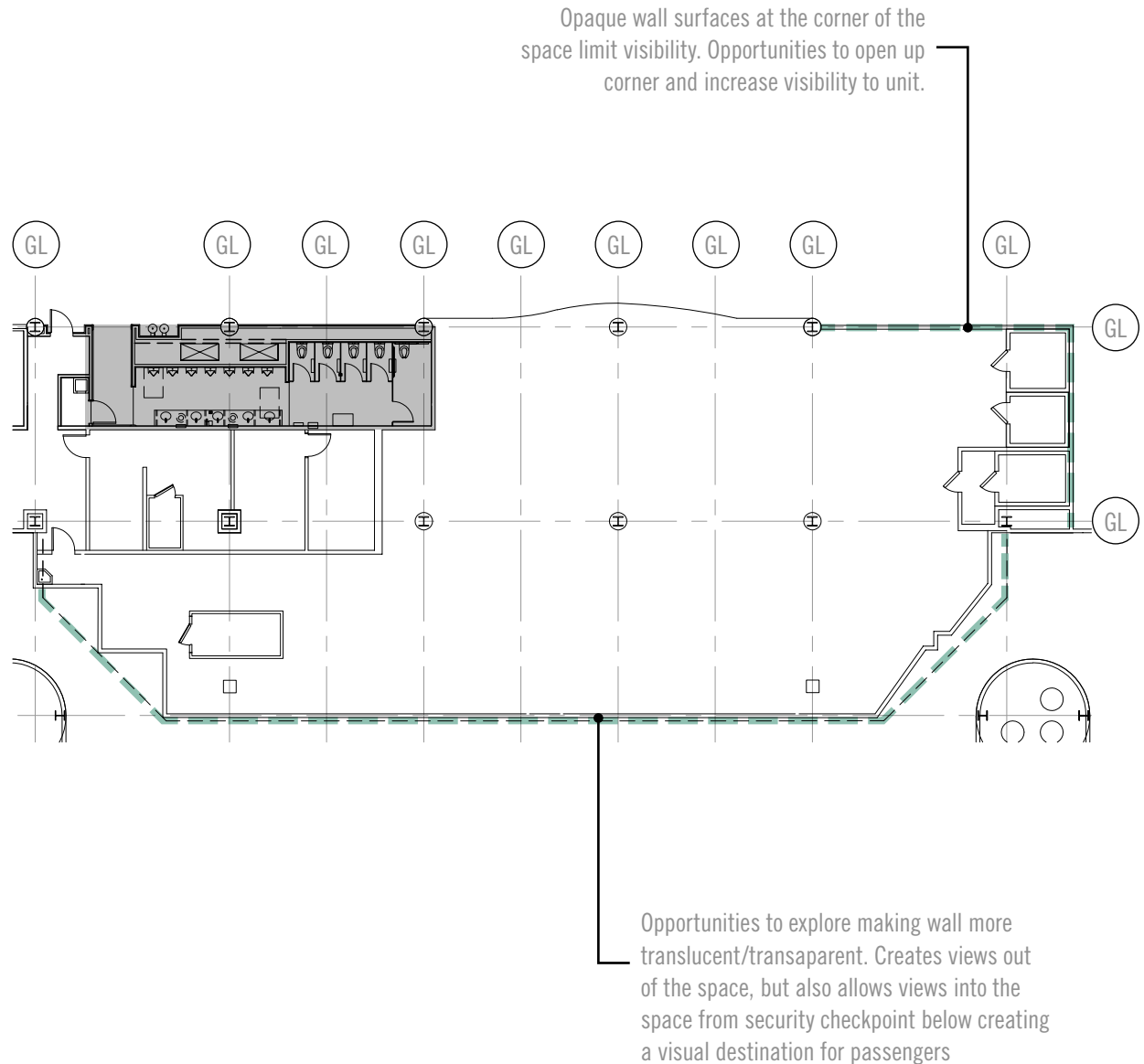
The existing food court space is located on the departures level of Terminal 2 at the top of the vertical circulation from the security screening checkpoint.

One of the challenges associated with the existing food court space is that all of the units are tucked into the food court as understory elements. The U-shaped layout of the units results in opaque partitions along primary circulation corridors further limiting visibility into the food court.

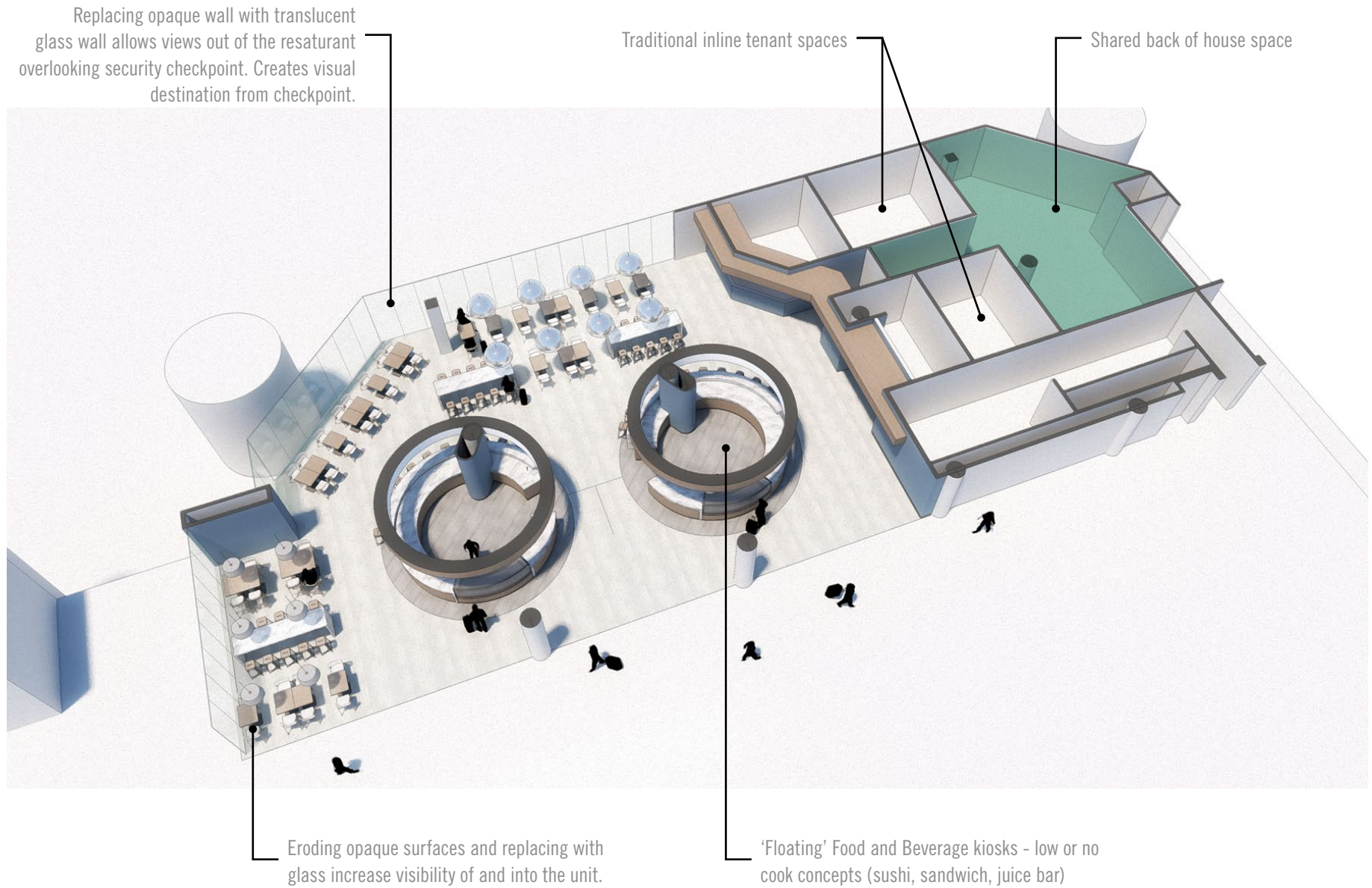
Two distinct concepts are provided, a more open in-the-round food hall concept and a full-service restaurant. In both concepts, the existing area of the food court is maintained while modifications to opaque partitions are suggested to increase visibility.

A unique opportunity to maximize visibility is to add areas of glazing along the partition above security screening checkpoint. The addition of transparent and/or translucent glazing systems will provide views from the security screening checkpoint up into the food hall / full-service restaurant concepts, creating a visual destination for passengers.

Adding additional glass walls to the corner of the food court space adjacent to the stairs, escalators, and circulation corridor will further increase visual access to food hall / full-service restaurant concepts.



## B.3 SPACE: T2-FB-G25 - FOOD HALL CONCEPT DIAGRAM





B. 3SPACE: T2-FB-G25 - FOOD HALL CONCEPTUAL RENDERING

Freestanding and visually translucent tenant kiosks allow visibility into and through the food hall space.



Eroding opaque surfaces and replacing with glass increase visibility of and into the unit.

## B.3 SPACE: T2-FB-G25 - FOOD HALL CONCEPTUAL RENDERING

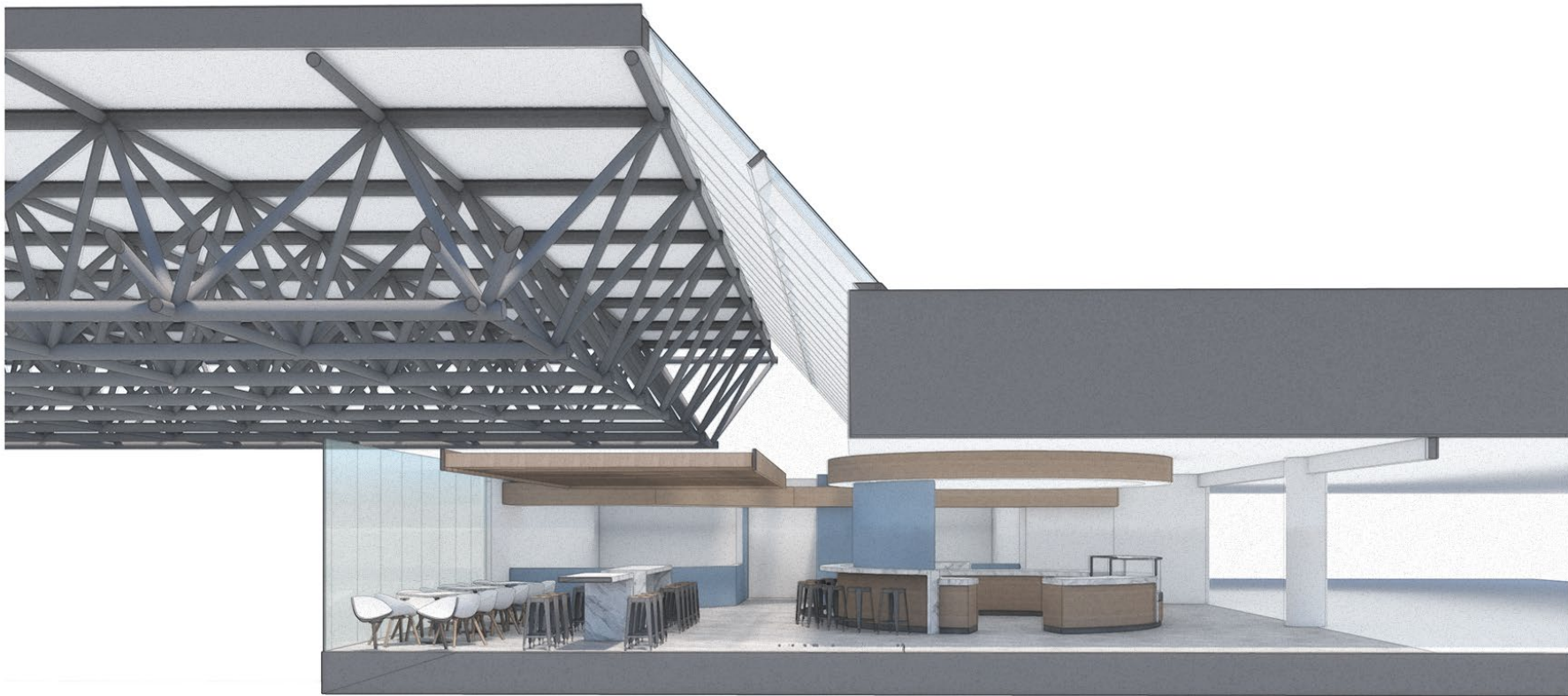
Feature ceiling elements below skylight/  
clerestory windows allow for filtering of natural  
lights, creates visual interest from checkpoint.



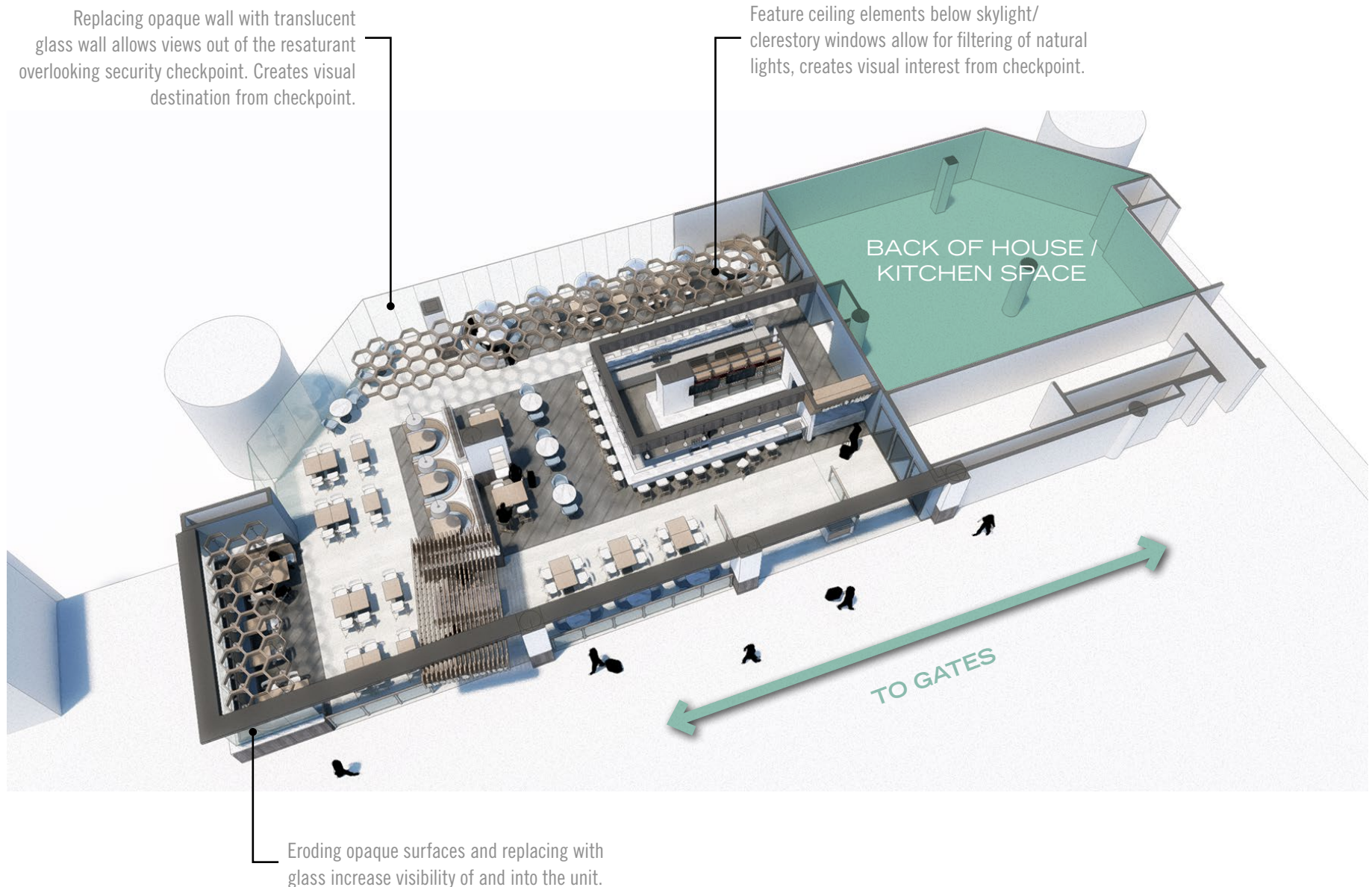
Variety of traditional restaurant seating styles  
provides passengers choice and can be used  
to define space within the larger space.

**DRAFT - 5.1.2018**





## B.4 SPACE: T2-FB-G25 - FULL SERVICE RESTAURANT CONCEPT DIAGRAM



DRAFT - 5.1.2018



## APPENDIX B: CONCEPTUAL DESIGN

### B.4 SPACE: T2-FB-G25 - FULL SERVICE RESTAURANT CONCEPTUAL RENDERING



## B.4 SPACE: T2-FB-G25 - FULL SERVICE RESTAURANT CONCEPTUAL RENDERING

Feature ceiling elements below skylight/  
clerestory windows allow for filtering of natural  
lights, creates visual interest from checkpoint.



Variety of traditional restaurant seating styles  
provides passengers choice and can be used  
to define space within the larger space.

## APPENDIX B: CONCEPTUAL DESIGN

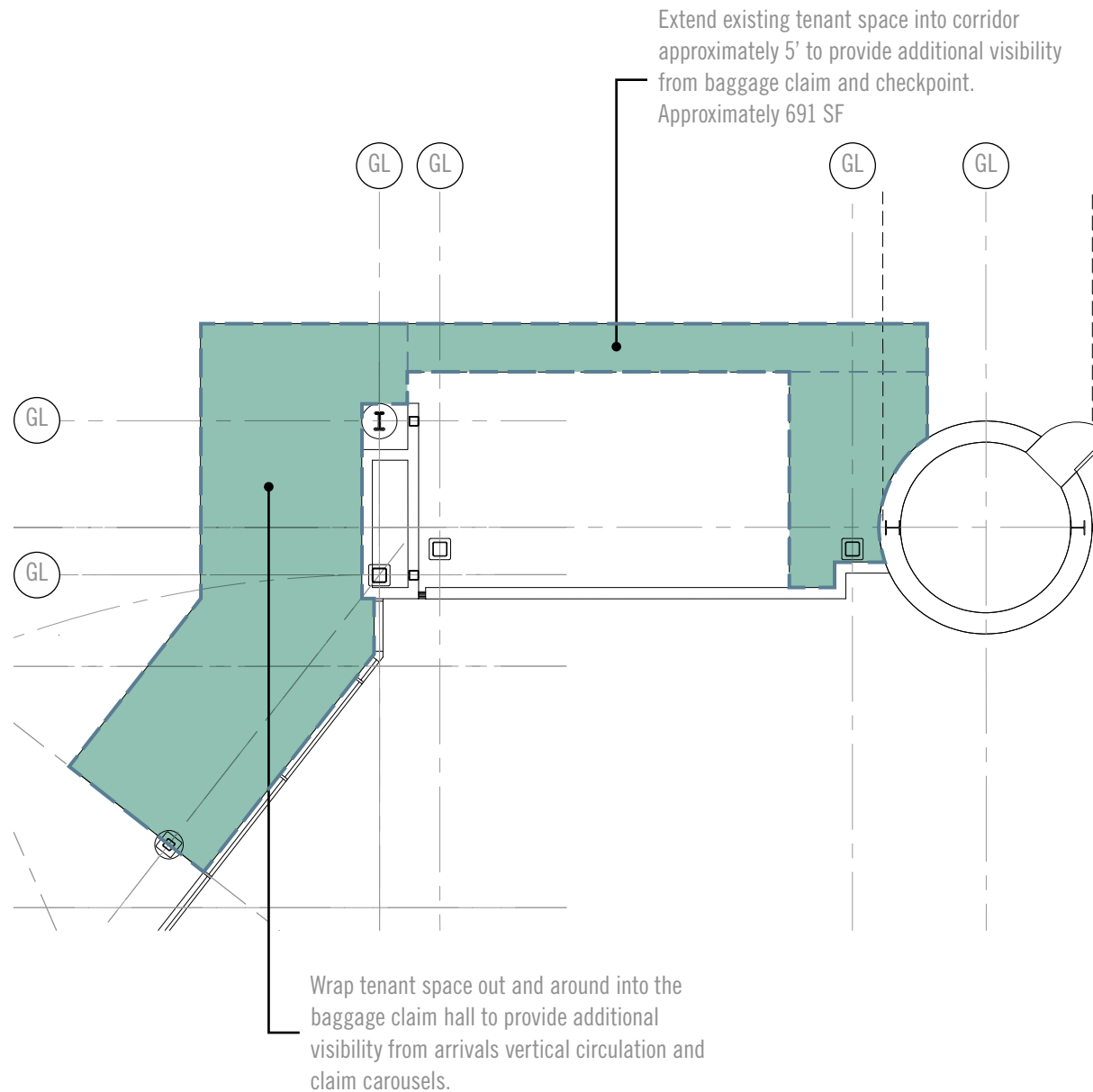
### B.5 SPACE: T2-FB-1 - COFFEE SHOP CONCEPTUAL LEASE DIAGRAM

The existing tenant space is located pre-security in Terminal 2 between the baggage claim hall and the security screening checkpoint.

A challenge at this location is the fact that the space is located in a corridor and primary point of sale areas are pulled back from the primary unit frontage. A blade sign provides visual cues in the corridor space, but is fundamentally parallel to the primary passenger flow.

The lease outline drawings for the concept suggest extending the footprint of the tenant space into the circulation corridor. The use of contrasting floor finishes between the tenant space and existing circulation corridor as well as projecting ceiling elements provide additional visual cues.

Beyond the circulation corridor, the concept suggests expanding the tenant space into the baggage claim hall. Consistent floor finishes and complimentary ceiling elements tie the spaces together and provide a visual destination for passengers from the vertical circulation, at the departures level, into the baggage claim hall.





## B.5 SPACE: T2-FB-1 - COFFEE SHOP CONCEPTUAL DIAGRAM

Extension of tenant space into corridor,  
maintain 20'-0" clear minimum corridor width.

NOTE: This concept would require relocation of  
existing FIDS screens



Extension and wrap of tenant space

B.5 SPACE: T2-FB-1 - COFFEE SHOP CONCEPTUAL RENDERING

Suspended ceiling planes/light fixtures visually connect and scale the tenant spaces

Dimensional/Illuminated brand elements



Brand wall/surface increases visibility to unit and reinforces connection between the two spaces



## B.5 SPACE: T2-FB-1 - COFFEE SHOP CONCEPTUAL RENDERING

Extension/projection of floor finishes and ceiling elements provides additional visibility while maintaining openness of corridor



Open storage and merchandising adds depth, visual interest, and integrates with the overall aesthetic and visual language of the unit

Merchandising units integrated into overall design aesthetic and visual language

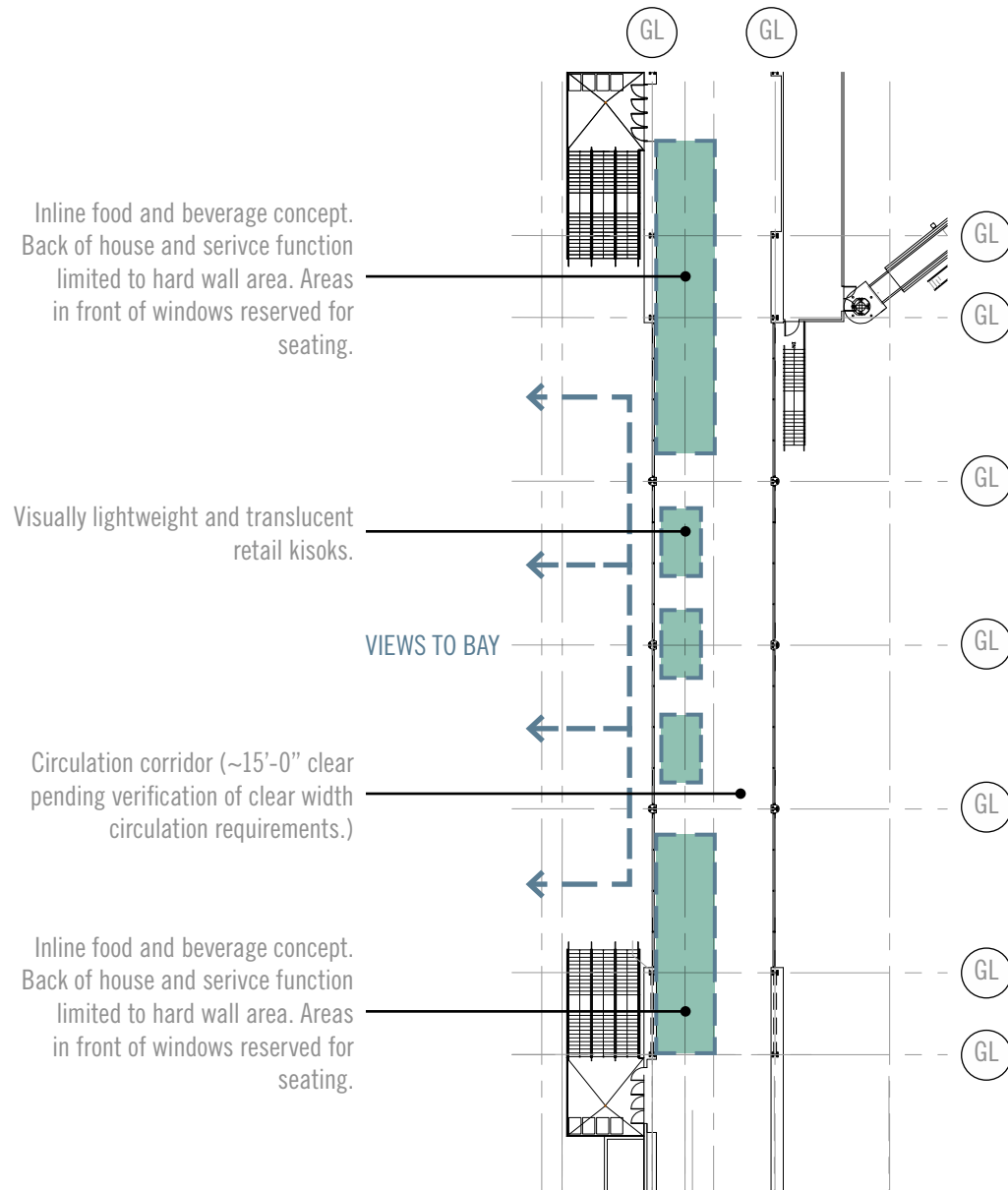


## APPENDIX B: CONCEPTUAL DESIGN

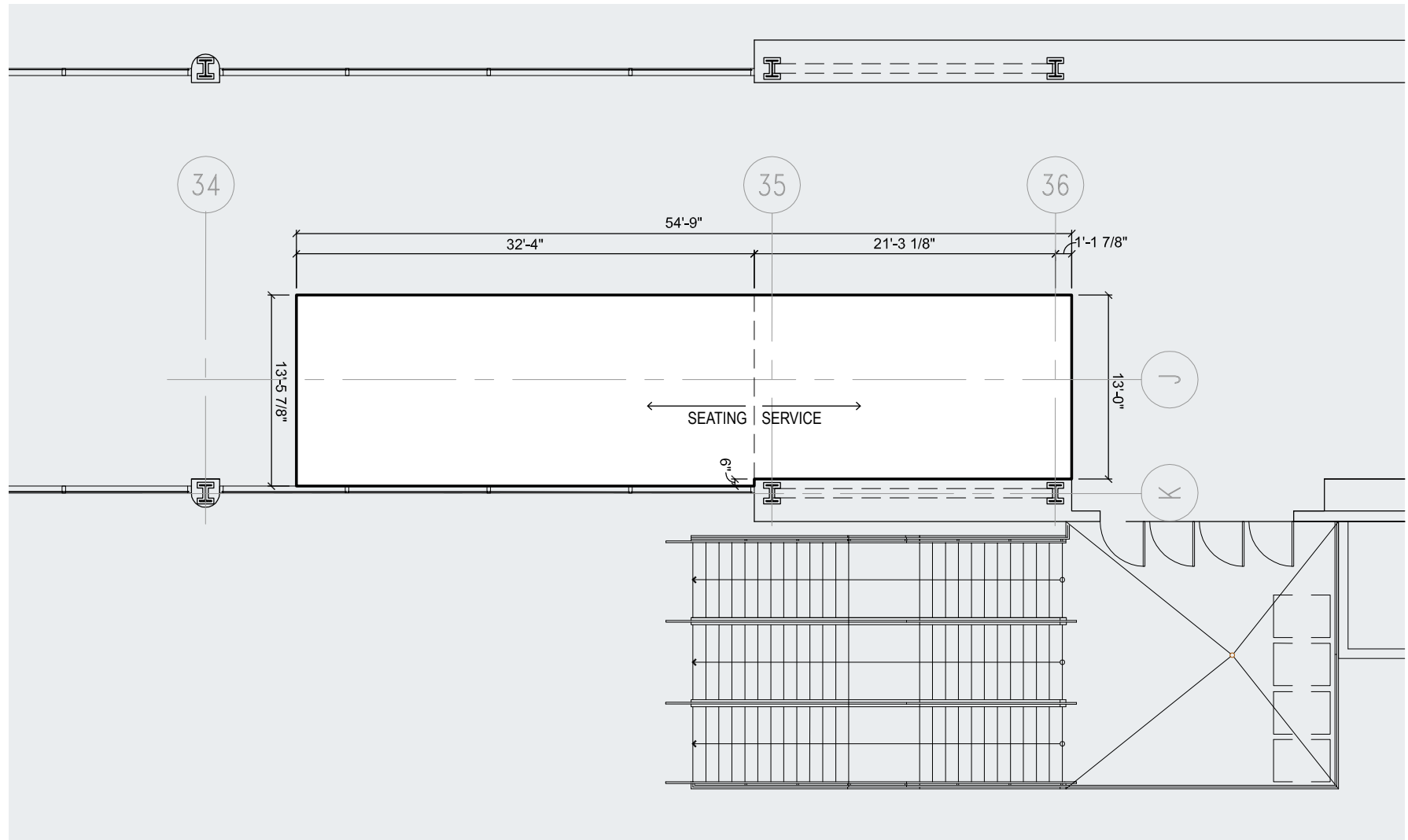
### B.6 SPACE: T2 CONNECTOR CONCEPTUAL PLAN DIAGRAM

The connection corridor is located between gates G24 and G26. The removal of the existing moving walkways is being considered which presents a potential opportunity to expand the food and beverage program.

This concept suggests the relocation of freestanding retail kiosks currently located between gates G27 and G31 to the connector to maximize hold room area in the departures area. In addition to the kiosk relocation, both ends of the connector feature inline food and beverage concepts with seating areas to offer views of the bay.



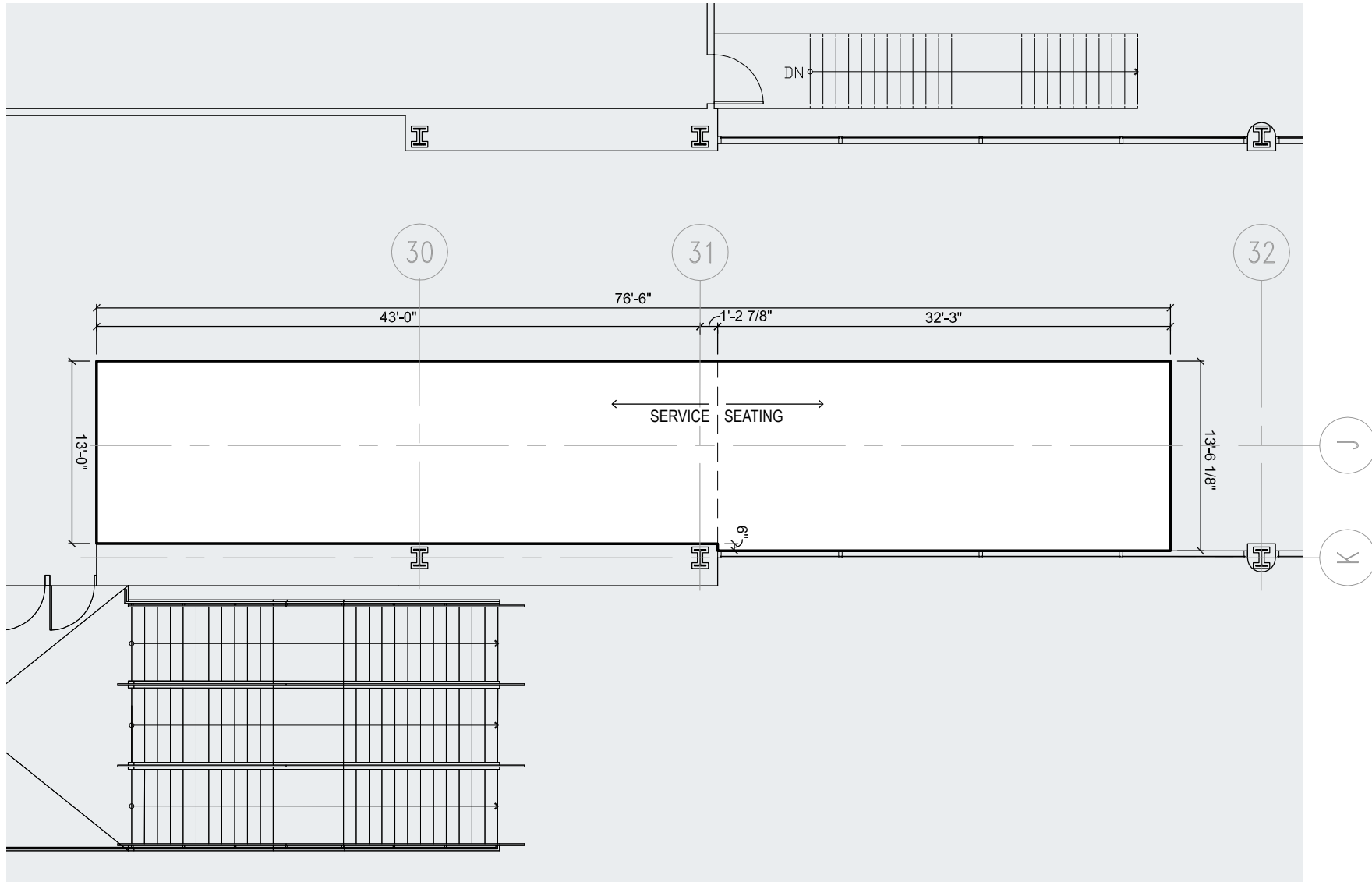
## B.6 SPACE: T2-FB-C2-1 - T2 CONNECTOR CONCEPTUAL FLOOR PLAN AREA = 727 SF



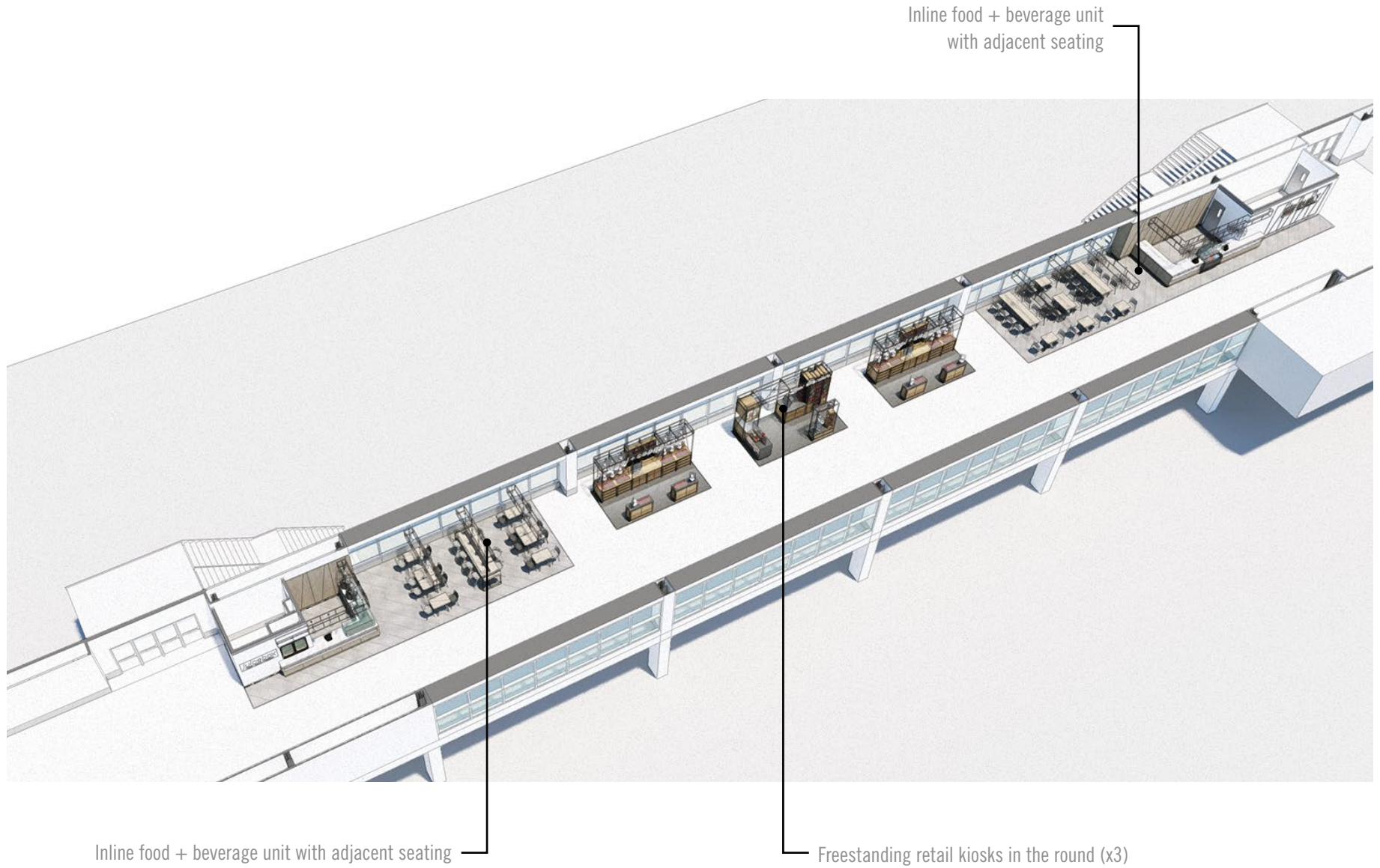
DRAFT - 5.1.2018

## APPENDIX B: CONCEPTUAL DESIGN

### B.6 SPACE: T2-FB-C2-2 - T2 CONNECTOR CONCEPTUAL FLOOR PLAN AREA = 1010 SF



B.6 SPACE: T2-FB-C2-1 - T2 CONNECTOR CONCEPTUAL AXON DIAGRAM



**Exhibit "C"**  
**Details of Units and Concepts Proposed for Each Package**

Proposed Concept Category	Existing Unit #	New Unit #	Food & Beverage Service			Square Feet Per Package			
			Food - All Day Parts	Alcohol	Coffee	Pkg. 1	Pkg. 2	Pkg. 3	Pkg. 4
<b><u>Pre-Secure</u></b>									
Café/Bar & Coffee	F-2	T1-FB-1	Yes	Yes	Yes	3,026	-	-	-
Café/Bar & Coffee	F-12	T2-FB-1	Yes	Yes	Yes	-	1,058	-	-
						<u>3,026</u>	<u>1,058</u>	-	-
<b><u>Terminal 1</u></b>									
Coffee with Food	F-3	T1-FB-G4	Yes	Yes	Yes	-	1,577	-	-
Restaurant/Lounge and To Go <u>or</u> Restaurant/Lounge with Fast Casual/Quick Serve	F-4/5	T1-FB-G8	Yes	Yes	Yes	3,878	-	-	-
Fast Casual or Quick Serve	F-6	T1-FB-G9	Yes	Yes	Optional	-	-	1,283	-
Fast Casual or Quick Serve	F-7	T1-FB-G8A	Yes	Yes	Optional	-	1,158	-	-
Coffee with Food	F-8	T1-FB-G9A	Yes	Optional	Yes	853	-	-	-
						<u>4,731</u>	<u>2,735</u>	<u>1,283</u>	-
<b><u>Terminal 2</u></b>									
Coffee with Food	F-9	T2-FB-G22	Yes	Optional	Yes	-	1,081	-	-
Fast Casual or Quick Serve	E-5	T2-FB-G23	Yes	Yes	Optional	-	-	-	1,429
Fast Casual or Quick Serve	F-10	T2-FB-G24	Yes	Yes	Yes	1,583	-	-	-
Fast Casual/QS & Seating <u>or</u> Restaurant/Lounge and Fast Casual/QS	F-11	T2-FB-G25	Yes	Yes	Yes	-	5,553	-	-
Open Concept	New	T2-FB-C2-1	Yes	Yes	Optional		727		
Open Concept	New	T2-FB-C2-2	Yes	Yes	Optional	1,010		-	-
Coffee with Food	F-13	T2-FB-G27	Yes	Optional	Yes	487	-	-	-
Restaurant/Lounge & To Go	F-14	T2-FB-G28	Yes	Yes	Optional	2,279		-	-
Fast Casual or Quick Serve	E-9	T2-FB-G29	Yes	Yes	Optional		1,495	-	-
Coffee with Food or Quick Serve with Coffee	F-15	T2-FB-G30	Yes	Optional	Yes	-	537	-	-
						<u>5,359</u>	<u>9,393</u>	-	<u>1,429</u>
<b>Total Square Feet</b>	<b>29,014</b>					<b>13,116</b>	<b>13,186</b>	<b>1,283</b>	<b>1,429</b>

**Exhibit "D"**  
**Minimum Annual Guarantee (MAG) per Unit**

Unit #	Square Feet	MAG per SF	MAG per Unit
<b>Package 1</b>			
T1-FB-1	3,026	\$ 75	\$ 226,950
T1-FB-G8	3,878	\$ 200	\$ 775,600
T1-FB-G9A	853	\$ 250	\$ 213,250
T2-FB-G24	1,583	\$ 200	\$ 316,600
T2-FB-C2-2	1,010	\$ 200	\$ 202,000
T2-FB-G27	487	\$ 250	\$ 121,750
T2-FB-G28	2,279	\$ 200	\$ 455,800
Fast Casual or Q	13,116		
<b>Package 2</b>			
T2-FB-1	1,058	\$ 75	\$ 79,350
T1-FB-G4	1,577	\$ 200	\$ 315,400
T1-FB-G8A	1,158	\$ 200	\$ 231,600
T2-FB-G22	1,081	\$ 200	\$ 216,200
T2-FB-G25	5,553	\$ 100	\$ 555,300
T2-FB-C2-1	727	\$ 250	\$ 181,750
T2-FB-G29	1,495	\$ 200	\$ 299,000
T2-FB-G30	537	\$ 250	\$ 134,250
	13,186		
<b>Package 3</b>			
T1-FB-G9	1,283	\$ 200	\$ 256,600
<b>Package 4</b>			
T2-FB-G23	1,429	\$ 200	\$ 285,800

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 17-35**

**RESOLUTION ADOPTING A REVISED LABOR PEACE  
AGREEMENT POLICY FOR AIRPORT CONCESSION TENANCY  
AGREEMENTS.**

---

**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated Agenda Report Item 5.3 dated May 18, 2017 and related agenda material (the "Agenda Report"), has received the expert testimony of Port of Oakland staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, the City of Oakland, a municipal corporation, acting by and through the Board ("Port") has a financial and proprietary interest in business operations that have concessions in the Terminal Complex at Oakland International Airport ("Airport") because these operations base their concession payments to the Port in part on the revenue they generate and because the passenger experience at Airport concessions contributes to the decisions made by potential Airport passengers as to which San Francisco Bay Area airports to patronize; and

**WHEREAS**, it is essential that these operations conduct business efficiently and without interruption or boycotts; and

**WHEREAS**, in 2012-13, Oakland Airport experienced several labor-related disruptions caused by disputes between organized labor and Airport Concessionaires who did not come to a labor peace agreement prior to commencing tenancy;

**WHEREAS**, at the regular meeting held on February 27, 2014 the Board did adopt Resolution No. 14-18, requiring that all Concessionaires enter into signed "Labor Peace Agreements" with the labor organizations that represent or are seeking to represent employees in the concession industry that prohibit the labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with or disruption of the business of the concession operators for the duration of their concession tenancy agreements with the Port; and



**WHEREAS**, the Board has found and continues to find that that the efficient and uninterrupted operation of concession operations at the Airport may be threatened by labor disputes in the concession operations; and

**WHEREAS**, the Board has found and continues to find that the Port's investment in these operations must be shielded from any impact that labor disputes may have on the revenue from these concession operations; and

**WHEREAS**, the Board has found and continues to find that the Port has a proprietary interest in the timely selection of Concessionaire(s) to provide uninterrupted Concession services at the Airport without Labor Disruption and that delays in entering into a Labor Peace Agreement will unduly delay the selection of a qualified Concessionaire and the provision of modern Concession services that reflect current market demands at the Airport; and

**WHEREAS**, the Board has found that it can only best protect its investment and proprietary and financial interests by replacing the requirements adopted under Resolution No. 14-18 with a more specific and comprehensive Labor Peace Rule attached hereto as Appendix A and as described in the Agenda Report; and now therefore be it

**RESOLVED**, that the Board adopts as policy the Labor Peace Rule attached hereto as Appendix A; and be it

**FURTHER RESOLVED**, that the Board determines and finds that the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) states that CEQA only applies to projects with the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, adopting the policy is not a project under CEQA, and no further environmental review is required; and be it

**FURTHER RESOLVED**, that this Resolution and the Labor Peace Rule shall be effective July 1, 2017 and shall govern and be enforced against all Concession and Concessionaire Agreements (as such terms are defined in the Labor Peace Rule) entered into or materially amended on or after July 1, 2017; and be it

**FURTHER RESOLVED**, that Concessions and Concessionaire Agreements entered into prior to July 1, 2017 to which Resolution 14-18 applied shall continue to be governed by and shall comply with Resolution 14-18 and not this Resolution or the Labor Peace Rule adopted herein; provided that any such Concession or Concessionaire Agreements that are materially amended on or after July 1, 2017 shall be governed by and shall comply with this Resolution and the Labor Peace Rule adopted herein and not Resolution 14-18; and be it



**FURTHER RESOLVED**, that in adopting this Resolution and the Labor Peace Rule the Board has exercised its independent judgment based on substantial evidence in the record, and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received.

At the special meeting held on May 18, 2017

Passed by the following vote:

Ayes: Commissioners Cluver, Hamlin, Martinez, Story, Yee and  
President Colbruno – 6

Excused: Commissioner Butner – 1

Noes: 0

## Appendix A to Resolution No. 17-35

### LABOR PEACE RULE

#### I. PURPOSE

The Board of Port Commissioners, consistent with the findings set forth in Resolution No. XXXXXXXX that it is essential for the protection of the Port's proprietary and financial interests, adopts this Labor Peace Rule mandating that Concessionaires and Labor Organizations agree to enter into and abide by Labor Peace Agreements in the circumstances specified below.

#### II. DEFINITIONS

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

- (A) **"Airport"** means Oakland International Airport.
- (B) **"Airport Director"** means the Director of Aviation at the Oakland International Airport.
- (C) **"Board"** means the Board of Port Commissioners.
- (D) **"Concession" or "Concessionaire Agreement"** means any lease, license, sublease or similar agreement providing for the operation of food/beverage, retail, news/gifts and/or duty free services and concessions within the Airport's Terminal Complex.
- (E) **"Concessionaire"** means all individuals and businesses operating or seeking to enter into a Concession, together with any such individual or business's tenants, lessees, subtenants, sublessees, successors and assigns where the rent or lease payment payable to the Port depends on the volume of revenues from Concession services provided by such Concessionaire.
- (F) **"Executive Director"** means the Executive Director of the Port.
- (G) **"Labor Disruption"** means any concerted activity, including strikes, picketing, handbilling, boycotts of, or other interference with, any Concessionaire operations or those of any of its Subcontractors at the Terminal Complex or the operations of the Airport at the Terminal Complex.
- (H) **"Labor Organization"** means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with Concessionaires concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

- (I) **"Labor Peace Agreement"** means a written agreement between a Concessionaire and a Labor Organization that prohibits a Labor Organization, its members and any employees represented by the Labor Organization from engaging in any Labor Disruptions (1) during any organizing, membership drive or negotiation of a collective bargaining agreement; and (2) in the case where the Labor Organization has entered into a collective bargaining agreement with the Concessionaire, during the entire term of the Concessionaire Agreement.
- (J) **"Port"** means the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners.
- (K) **"Request for Proposal"** means any request for proposals, request for qualifications, invitations to bid, or similar request or invitation issued by the Port for a Concession.
- (L) **"Rule"** means this Labor Peace Rule.
- (M) **"Subcontractor"** means any person or business entity, not an employee that enters into a subcontract, sublicense, or sublease or similar agreement with a Concessionaire to perform duties within the Airport's Terminal Complex related in any way to a Concessionaire Agreement.
- (N) **"Terminal Complex"** means areas in, adjacent to, and immediately surrounding all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368, and XU70) located at the Airport and open to the public for purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.

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

#### (A) Concessionaire Duties

- (1) Prior to entering into a Concessionaire Agreement, a Concessionaire shall enter into a Labor Peace Agreement with any Labor Organization that has requested such a Labor Peace Agreement. The Concessionaire shall enter into the Labor Peace Agreement within thirty (30) days from the request.
- (2) The Concessionaire shall require its tenant, lessee, subtenants, sublessees, successors, and assigns to include in the sublease or similar agreement a provision to comply with the requirements of this Rule.
- (3) The Concessionaire shall agree in its bid or application for a Concession and the Concession Agreement that the Port has a proprietary interest in the timely placement of a Concessionaire and operations of the Concession under a Labor Peace Agreement. Undue delay in reaching a Labor Peace Agreement with a Labor Organization would interrupt the provision of



services to Airport passengers and subject Concessions to Labor Disruptions.

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

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

**(B) Airport Director Duties**

- (1) The Airport Director shall include in any Concessionaire Agreement a provision requiring any Concessionaire to abide by the requirements imposed under Section III(A) of this Rule as a condition of entering into or modifying any Concessionaire Agreement.
- (2) The Airport Director shall include the description or reference to this Rule in any Request for Proposal. All Requests for Proposals will include a summary description of and reference to the requirements of this Rule. Failure to include the description or reference to this Rule in any such Request for Proposal shall not exempt any Concessionaire otherwise subject to the requirements of this Rule.
- (3) The Airport Director shall not enter into or recommend to the Board any Concessionaire Agreement with a Concessionaire without finding that (a) the Concessionaire has entered into a Labor Peace Agreement with all Labor Organizations that, to the actual knowledge of the Port, has requested

a Labor Peace Agreement with the Concessionaire, (b) the Concessionaire is excused from compliance pursuant to Section III(A)(4) above, or (c) that any exemption from this Rule as set forth in Section III(D), below, applies.

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

**(C) Labor Organization Duties**

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

**(D) Exemptions**

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

- (1) A bargaining unit of any Concessionaire which has already recognized a Labor Organization for that bargaining unit;
- (2) A Labor Organization that has not submitted a written request to enter into a Labor Peace Agreement to a Concessionaire covered under this Rule or that has not submitted evidence of such written request to the Airport Director as set forth in Section III(C)(1) of this Rule;
- (3) Any Concessionaire whose operations at the Airport are subject to the Railway Labor Act either by final decision by a court or agency of competent jurisdiction, or by mutual agreement between the Concessionaire and a Labor Organization which is the exclusive bargaining representative of its employees. In such cases, the Labor Peace Agreement shall be voluntary;
- (4) A Concessionaire Agreement under which the Concessionaire does not operate on a regular basis with a defined complement of employees within the Terminal Complex;
- (5) Any agreement between the Airport and a public agency; or
- (6) Any Concessionaire Agreement where the Airport Director determines that the risk to the Airport's financial or other nonregulatory interest resulting from labor/management conflict is so minimal or speculative so as not to require a Labor Peace Agreement to achieve the Airport's proprietary, investment, or other nonregulatory interest.



#### **IV. ENFORCEMENT**

- (A) The Airport Director or his/her designee shall investigate complaints alleging that this Rule has been violated, and shall take any action necessary to enforce compliance, including referring such violation to the Port Attorney for civil action.
- (B) In addition to any other remedies available to the Airport, the Port may terminate the Concessionaire Agreement upon thirty (30) days' notice to the Concessionaire to cure its breach where the Concessionaire has failed to (1) enter into a Labor Peace Agreement as required by this Rule or (2) include in a sublease or similar agreement the provision requiring compliance with this Rule as required by Section III(A)(2) of this Rule.
- (C) Where a Concessionaire has failed to prevent a Labor Disruption that is directly or indirectly caused by the Concessionaire's violation of this Rule or breach of its obligations under the Concessionaire Agreement, or by its violation of laws or of rules and regulations of the Port, the Port may consider the Concessionaire in breach of the Concession Agreement, provide concession services through means or person other than breaching Concessionaire, and terminate the Concession Agreement upon thirty (30) days' notice to the Concessionaire to cure its breach.
- (D) Any challenge to the applicability of this Rule to a particular Concessionaire or Labor Organization shall be brought to the Board only after first seeking an exemption from the Airport Director as provided for in this Rule. Any such challenge must be commenced with the Board within 15 days after notification that such exemption has been denied by the Airport Director.

#### **V. CONSTRUCTION**

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

#### **VI. EFFECTIVE DATE**

The provisions of this Rule shall apply to any Concessionaire Agreement proposed to be awarded, awarded, modified, extended, or renegotiated after the effective date of this Rule.

## **VII. SEVERABILITY**

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

## AGENDA REPORT

**Resolution:** Adoption of a Labor Peace Rule for Airport Concession Tenancy Agreements. **(Aviation)**

**MEETING DATE:** 5/18/2017

**AMOUNT:** No Revenue Impact

**PARTIES INVOLVED:** Various Current and Future  
Airport Concessions Tenants

**SUBMITTED BY:** Bryant L. Francis C.M., Director of Aviation  
Amy Tharpe, Director of Social Responsibility  
Danny Wan, Port Attorney

**APPROVED BY:** J. Christopher Lytle, Executive Director

**ACTION TYPE:** Resolution

### **EXECUTIVE SUMMARY**

Staff seeks Board action to pass a resolution adopting a “Labor Peace Rule” that requires all Concessionaires\* operating in the Terminal Complex\*\* at Oakland International Airport (the “Airport” or “OAK”) to enter into a “Labor Peace Agreement” with labor organizations that represent or are seeking to represent concession employees at OAK’s concession locations. This proposed Labor Peace Rule is intended to be forward-looking with an effective date of July 1, 2017, and will apply to all new concession opportunities and to existing Concessionaires when their contracts with the Port are amended. This staff recommendation is revised to reflect comments at the May 4, 2017 Board meeting.

### **BACKGROUND**

Staff presented its original proposed resolution to adopt a Labor Peace Rule (“Rule”) during the Board’s May 4, 2017 meeting. Pursuant to Board discussions and directions at that meeting, staff has revised Section III(A)(4) of the Rule. The Section provides for a procedure that excuses a Concessionaire from the labor peace requirement if it has attempted in good faith to negotiate a labor peace agreement with a labor organization, but the labor organization refuses

---

\* “Concessionaire” means all individuals and businesses operating or seeking to operate food/beverage, retail, news/gifts and/or duty free concessions in the Terminal Complex at the Airport, together with all their tenants, lessees, subtenants, subleases, successors and assigns.

\*\* “Terminal Complex” means all buildings and structures located within the Airport open to the public for the purpose of flight ticket purchase, passenger enplanement and deplanement, and those other services related to public passenger air travel.



to negotiate reasonably. The purpose of the Section is to resolve an impasse that may delay the selection of a qualified concessionaire.

The purpose of the entire Rule is to prevent labor disruption at the food and beverage concessions at the Airport and to timely select a Concessionaire reasonably able to assure labor peace. The Port has a financial and proprietary interest in business operations that have concessions in the Airport because these operators base their concession payments to the Port in part on the revenue they generate and because the passenger experience at Airport concessions contributes to the decisions made by potential Airport passengers as to which San Francisco Bay Area airports to patronize. The Port has an overwhelming interest in reducing the risk that such labor disputes have a negative impact on the Airport.

In recent years, throughout the state of California and elsewhere in the United States, there has been an increase in labor disputes in the hospitality industry, including with concessionaires operating at airports. Often times, airport operators are caught in the middle of these disputes, losing essential revenue by airline passengers and other customers who refuse to cross picket lines and/or avoid making purchases from impacted concessionaire businesses.

In CY2012-13, OAK experienced several labor-related actions caused by disputes between organized labor and Concessionaires who did not come to a labor peace agreement prior to commencing tenancy. Disruptions at the Airport included (i) large group (up to 150 people) leafleting and picketing with signs and bullhorns, and chanting on the curbside and within the Terminal Complex, and (ii) people interfering with and discouraging Port employees from coming to work.

In response, the Board adopted Resolution No. 14-18 – A Labor Peace Agreement Policy for Airport Concession Tenancy Agreements (February 27, 2014). Resolution No. 14-18 requires – unless in violation of federal or state law – that all OAK Concessionaires have a signed Labor Peace Agreement with the labor organizations representing or seeking to represent concession workers in the Terminal Complex at the Airport under the following circumstances:

1. When an existing Concessionaire's tenancy agreement is amended;
2. Prior to a new/proposed Concessionaire bidding for an Airport concession opportunity; or,
3. As part of any new Concessionaire's tenancy agreement.

Comparable airports and municipalities in the state of California, including Long Beach, Los Angeles and San Francisco, have enacted similar labor peace legislation that is designed to protect airport operator revenues and efficient operations by ensuring any future labor disputes will not adversely impact concession operations.

Time Sensitivity: Since the current agreements with food and beverage concession operators at the Airport will expire May 31, 2018, it is essential that prospective concessionaires have ample time to review and understand the Port's labor peace policies and procedures and that such policies and procedures facilitate timely Labor Peace Agreements between the Airport's Concessionaires and labor organizations.

## **ANALYSIS**

Since its adoption, the terms and conditions of the Labor Peace Agreement Policy has served its purpose to the general satisfaction of labor organizations, concessionaires and the Port. Given that staff anticipates numerous proposers would be interested in responding to the upcoming Food & Beverage Concession Opportunity Request for Proposals in 2018, it is timely to update the concession labor peace requirement to more clearly set forth the procedures that proposers are expected to follow. The new proposed Rule is not a general regulation of labor practices; but rather, the Rule specifically identifies and protects the proprietary interest of the Airport in preventing labor disruptions in the operation and management of the airport food and beverage concessions.

The Rule provides for the following:

- ➔ Identifies the proprietary interest of the Airport and requires potential concessionaires to enter into Labor Peace Agreement intended to prevent labor disruptions of the Airport's food and beverage concession operations, but not to influence or dictate the terms of labor relations between a Concessionaire and its employee or employee representatives.
- ➔ Makes the Rule effective July 1, 2017, so that any new concessions or material amendments to existing concessions would have to comply with the new Labor Peace Rule, but Concessionaires holding a valid concession agreement with the Port as of the Effective Date of the Resolution would be grandfathered under Resolution No. 14-18 unless a material amendment is made to the agreement.
- ➔ Requires a Concessionaire to enter into a Labor Peace Agreement prior to the Board approving any occupancy/operating agreement between the Port and the Concessionaire.
- ➔ Adds procedure to excuse a concessionaire from the labor peace requirement with respect to a labor organization when a hearing officer finds that the Concessionaire has attempted in good faith to negotiate labor peace but the labor organization has refused to negotiate or has failed to negotiate reasonably. Staff previously recommended that the Airport Director make the findings. This revised recommendation provides for the Executive Director to appoint a hearing officer who is not an Airport employee so that he or she is more neutral and removed from the daily operations of the Airport. The hearing officer is required to hold a hearing after notice to the affected parties before making findings. This procedure seeks to avoid undue delays to the selection of a qualified concessionaire in case of an impasse between a concessionaire and a labor organization without influencing or dictating the terms of labor relations. The Board has the option to require an appeal of the hearing officer's findings to the Board, as suggested at the Board's May 4, 2017 meeting. Staff's recommendation avoids the additional delays inherent in an appeal procedure.

- ➔ Requires the Concessionaire to include in any sublease or similar agreement with any tenant, lessee, subtenant, sublessee, successor and assign a provision requiring compliance with the Rule.
- ➔ Exempts (i) certain Concessionaires because they may be subject to other labor agreements, (ii) Concessionaires who do not have regularly staffed operations<sup>\*\*\*</sup>, and (iii) any agreement between the Port and public agencies.
- ➔ Instructs the Director of Aviation to reference the Labor Peace Rule in all future Requests for Proposals for Airport concession opportunities.

The Port Attorney's Office, and the Social Responsibility and Aviation Divisions staff, believe this Labor Peace Rule can be implemented and enforced with minimal disruption to the Airport's concessions program. The Labor Peace Rule is limited to protect the proprietary interest of the Port when putting Concessionaires in place to provide food/beverage, retail and duty free services at the Airport without labor disruption.

### **BUDGET & STAFFING**

By passing a resolution to adopt the proposed Labor Peace Rule, there should be no revenue impact to the FY2016-17 Operating Budget, or future budgets. The proposed action does not have any staffing impact.

### **MARITIME AVIATION PROJECT LABOR AGREEMENT (MAPLA)**

The matters included in this Agenda Report do not fall within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) and the provisions of the MAPLA do not apply.

### **STRATEGIC PLAN**

The action described herein would help the Port achieve the following goals and objectives in the Port's Strategic Plan

(<http://www.portofoakland.com/pdf/about/strategicPlan2011-2015.pdf>)

#### **Goal C: Promote Equitable Community Access to Employment and Business Opportunities**

- Objective 1: Comply with all federal, State, local and Port workforce mandates.
- Objective 2: Conduct comprehensive communication and outreach to stakeholders and strategic partners to improve workforce and small business opportunities.
- Goal C: Objective 3: Integrate workforce mandates into all Port agreements, policies and processes at the front end.

---

<sup>\*\*\*</sup> Examples of Concessionaires who do not have regularly staffed operations would include pay telephone service providers, the in-terminal advertising contractor, and vending machine operators; each of these Concessionaires occasionally dispatch different employees or contractors to install, service, maintain and/or repair their concession.

## **LIVING WAGE**

Living Wage requirements, in accordance with the Port's Rules and Regulations for the implementation and enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), do not apply because the requested actions are not an agreement, contract, lease, or request to provide financial assistance within the meaning of the Living Wage Regulations.

## **ENVIRONMENTAL**

The California Environmental Quality Act (CEQA) Guidelines, Section 15061(b) (3) states that CEQA only applies to projects with the potential for causing a significant effect to the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, adopting the Labor Peace Agreement Policy is not a project under CEQA, and no further environmental review is required for this action.

## **GENERAL PLAN**

This action does not change the use of any existing facility, make alterations to an existing facility, or create a new facility; therefore, a General Plan conformity determination pursuant to Section 727 of the City of Oakland Charter is not required.

## **OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)/ PROFESSIONAL LIABILITY INSURANCE PROGRAM (PLIP)**

This action is not subject to the Port's Owner Controlled Insurance Program (OCIP) as it is not a capital improvement construction project.

## **OPTIONS**

1. Pass a resolution adopting a "Labor Peace Rule" in the form attached to this Agenda Report that requires all Concessionaires operating in the Terminal Complex at Oakland International Airport to enter into a "Labor Peace Agreement" with labor organizations that represent or are seeking to represent concession employees at the subject concessions; this is the recommended action.
2. Pass a resolution adopting a "Labor Peace Rule" that requires all Concessionaires operating in the Terminal Complex at Oakland International Airport to enter into a "Labor Peace Agreement" with labor organizations that represent or are seeking to represent concession employees at the subject concessions, but under different terms and conditions from the Labor Peace Rule attached to this Agenda Report.
3. Do not pass a resolution adopting a new "Labor Peace Rule", but keep in force the existing Board adopted Resolution No. 14-18 – A Labor Peace Agreement Policy for Airport Concession Tenancy Amendments (February 27, 2014) for all Concessionaires operating in the Terminal Complex at Oakland International Airport.

## **RECOMMENDATION**

It is recommended that the Board pass resolution adopting a “Labor Peace Rule” in the form attached to this Agenda Report that requires all Concessionaires operating in the Terminal Complex at Oakland International Airport to enter into a “Labor Peace Agreement” with labor organizations that represent or are seeking to represent concession employees at the subject concessions, as approved by the Port Attorney.

\\portoakland.internal\users\JLS\bmark\Documents\Concessions\Labor Peace Rule (2017)\Labor Peace Rule-Agenda Report.04 (2017-04-27).docx

Exhibit "F"

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION APPROVING SUPPLEMENTAL TERMS AND CONDITIONS FOR THE 2018 FOOD AND BEVERAGE CONCESSIONS OPPORTUNITIES REQUEST FOR PROPOSALS AT OAKLAND INTERNATIONAL AIRPORT RELATING TO FIRST SOURCE REFERRAL AND NON-DISCRIMINATION AGAINST APPLICANTS WITH HISTORY WITH CRIMINAL JUSTICE SYSTEM IN THE EMPLOYMENT OF CONCESSION EMPLOYEES.**

**WHEREAS**, the Board of Port Commissioners ("**Board**") has reviewed and evaluated the Agenda Report Item 5.1, dated April 26, 2018 ("**Agenda Report**") and related materials, has received the expert testimony of Port of Oakland ("**Port**") staff, and has provided opportunities for and taken public comment;

**WHEREAS**, the Board approved during its meeting of April 12, 2018 business terms and conditions for the 2018 Food and Beverage Concessions Opportunities Request for Proposals ("**RFP**") for the Oakland International Airport ("**Airport**") as outlined in the respective Agenda Report and authorized the Executive Director and Director of Aviation to draft, promulgate and issue the RFP, and also directed Port staff to report back with possible further terms and conditions for inclusion in the RFP relating to the recruitment and hiring of the employees working at the concessions; and

**WHEREAS**, the Board, in carrying out its power and duty to manage the business of the Port and promote the maritime and commercial interests, has a proprietary interest in assuring that a diverse and large pool of qualified applicants is available and recruited from to work as concession employees at the Oakland International Airport, and that qualified applicants are not discriminated against because of economic or other barriers to employment, residency in areas impacted by Port operations or history with the criminal justice system; therefore, be it

**RESOLVED**, in order to assure that a diverse and large pool of qualified applicants is available and recruited from to work as concession employees at the Airport, the Board finds that: (a) it is

committed to non-discrimination and creating opportunities for individuals who face barriers to employment, including those who have former involvement with the criminal justice system; (b) state and local fair chance hiring policies prohibit discrimination against qualified job applicants based upon their criminal history; (c) first-source referrals provides access to concession job applicants who are from areas impacted by Airport operations and those who face economic and other barriers to employment, (d) in furtherance of the Port's obligation to protect passengers, employees and other users of the Airport from security risks and individual who pose security risks, the Port has adopted policies, rules and regulations for an Airport access badging program that also incorporates federal Transportation Security Administration and the Customs and Border Patrol requirements ("**Badging Requirements**"); and (e) supplemental RFP terms and conditions are needed toward these goals in the management of the Airport Food and Beverage Concession Program; and be it

**FURTHER RESOLVED**, that the Board hereby approves the following terms and conditions of the RFP, in addition to those adopted by Resolution NO. 18-23 during the Board meeting of April 12, 2018:

(1) "First Source" Program: Airport concession employers shall commit to make a good faith effort to hire residents from the Port's local impact area and those who face barriers to employment and partner with local workforce development agencies as determined by the Port of Oakland in consultation with Revive Oakland Coalition, as referral sources to fulfill the hiring requirements. Employers will provide upfront notice of job openings and exclusively consider applicants from the agencies for a specified time period. This first source hiring program would be subject to any collective bargaining agreements and must comply with pre-existing Port policies. Employers will report quarterly on first source hiring compliance. Noncompliant employers will be subject to liquidated damages provisions of any concession agreement

(2) "Fair Chance Hiring Program": In addition to complying with state and federal fair chance hiring laws, including AB 1008, Airport concession employers with 2 or more employees may not inquire about or investigate an applicant's criminal history until a conditional offer of employment is made. Prior to conducting any background check, employers must provide the Port with any directly related convictions that exceed Badging Requirements. Employers may only consider convictions directly related to job requirements. Employers may not disqualify an applicant who has received a conditional offer of employment and meets the Badging Requirements



based on prior criminal history that is not directly related to the job requirements; and be it

**FURTHER RESOLVED**, that supplemental and in addition to the authorization provided for in Resolution NO. 18-23, the Board hereby authorizes the Executive Director and Director of Aviation to draft, promulgate and issue the RFP with terms, conditions, provisions and requirements consistent with this Resolution, and make such additions, modifications or corrections to the RFP as the Executive Director and Director of Aviation may deem necessary, provided that any such addition, modification or correction does not materially differ from the terms and conditions set forth in this Resolution; and be it

**FURTHER RESOLVED**, that the Board hereby finds and determines that the action taken herein is categorically exempt from requirements of the California Environmental Quality Act ("CEQA") Guidelines pursuant to Section 15301, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Approving the business terms and conditions for the 2018 Food and Beverage Concessions RFP does not change the use of the existing facility; and be it

**FURTHER RESOLVED**, that this Resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. This resolution does not approve or authorize the execution of an agreement in connection with the 2018 Food and Beverage Concessions Opportunities RFP. Unless and until the Board has approved and authorized a separate written agreement, such agreement is duly executed on behalf of the Board as authorized by a future resolution, such agreement is signed and approved as to form and legality by the Port Attorney, and such agreement is delivered to the other contracting party, there shall be no valid or effective agreement; and be it

**FURTHER RESOLVED**, that in acting upon the matters contained herein, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related materials and in testimony received.





## **SUPPLEMENTAL AGENDA REPORT**

**Resolution:** Resolution Approving Supplemental Terms And Conditions For The 2018 Food And Beverage Concession Opportunities Request For Proposals Relating To First Referral Source And Non-Discrimination Against Applicants With History With Criminal Justice System In The Employment Of Concession Employees (**SRD**)

**MEETING DATE:** 4/26/2018

**AMOUNT:** Choose an item.

**PARTIES INVOLVED:** Potential proposers including Multinational and Regional Prime Concessionaires, ACDBE Operators, Restaurateurs with Local Concepts, and Small Business Food and Beverage Operators

**SUBMITTED BY:** Amy Tharpe, Director of Social Responsibility

**APPROVED BY:** J. Christopher Lytle, Executive Director

**ACTION TYPE:** Resolution

### **EXECUTIVE SUMMARY**

Port staff ("Staff") requests approval and authorization from the Board of Port Commissioners ("Board") for the Executive Director to include both first source and fair chance hiring requirements in the 2018 Food and Beverage Concessional Request for Proposal.

### **BACKGROUND**

On April 12<sup>th</sup>, the Port Board of Commissioners voted to approve the business terms and conditions to be incorporated into the Request for Proposals for Food and Beverage Concession Opportunities at Oakland International Airport. At that time, the Board directed staff to work with key stakeholders to develop a recommended policy direction and accompanying Request for Proposal (RFP) language that would incorporate two elements into the Food and Beverage Concessions RFP: 1) a first source hiring program that facilitates the recruitment of local residents in the Port's local impact area who face barriers to employment with the assistance of local workforce development organizations, subject to any collective bargaining agreements and existing Port policies and 2) a fair chance hiring program that would prohibit employers from disqualifying applicants who have received conditional offers of employment and necessary badges based upon a prior criminal history not directly related to



job requirements. The Board also recommended that staff return to the Board at their April 26, 2018 Board meeting to request approval of the proposed policies and language.

In offering these recommendations, staff has conferred with the East Bay Alliance for Sustainable Economy (EBASE) which represents a coalition of 30 organizations (including Unite Here Local 2850) that consist of community members, faith, youth and labor groups that work to ensure that economic development brings good, accessible careers to surrounding communities.

## **ANALYSIS**

Staff recommends that the 2018 Food and Beverage Concessions RFP contain the following requirements related to first source and fair chance hiring:

### **First Source/ Local Hiring:**

Under the FAA rules relating to Airport Concessions Disadvantaged Business Enterprises (ACDBE) and use of airport revenues and federal grants, airports may not implement its concession program in a way that favors local businesses or workers and discriminates against out-of-state employers or employees. In SRD's consultation with FAA's ACDBE office, the FAA representative confirmed this regulatory policy.

However, airports can implement "First Source Hiring" programs, examples including programs at the San Francisco Airport (SFO) and the Los Angeles World Airports (LAWA), under which employers operating at the Airports are required to first source job applicants from job banks established by the airports and/or local government agencies before they recruit elsewhere. SFO and LAWA and their respective city governments establish these job banks by recruiting job applicants who are from disadvantaged communities and live within the airports' respective "impact areas". They refer these individuals to airport businesses as jobs become available. Once the referrals are exhausted, the airport businesses can then recruit candidates on their own.

Staff recommends that the Port require employers to make a "good faith effort" to hire residents from its local impact area (Oakland, Alameda, San Leandro and Emeryville) who face barriers to employment for a specified period of time. Staff also recommends that the Port require employers to use local workforce development agencies, as determined by the Port of Oakland, as referral sources prior to hiring independently. When hiring independently, staff would also ask that employers make all good faith efforts to recruit applicants from the local impact area. This first source hiring program would ~~not~~ be subject to any collective bargaining agreements and must comply with pre-existing Port policies such as the Port's labor pool and worker retention policy.

The Port plans to include first source/local hiring language in the RFP as follows:

Formatted: Font: (Default) Arial, 12 pt

The Port will require employers to make a Good Faith Effort to hire residents from the Port's local impact area and those who face barriers to employment and partner with local workforce development agencies as determined by the Port of Oakland in consultation with Revive Oakland Coalition, as referral sources to fulfill the hiring requirements. Employers will provide upfront notice of job openings and exclusively consider applicants from the agencies for a specified time period. This first source hiring program would be subject to any collective bargaining agreements and must comply with pre-existing Port policies. Employers will report quarterly on first source hiring compliance. Noncompliant employers will be subject to liquidated damages.

Formatted: Font: (Default) Arial

### **Fair Chance Hiring**

The Port requires non-discrimination in hiring and supports the creation of employment opportunities for local residents with barriers to employment, including individuals who have had former involvement in the criminal justice system. Fair chance hiring (or "ban the box" policies) prohibit discrimination against qualified applicants based upon their criminal history. All employers in California are subject to AB 1008, a law that became effective on January 1, 2018 which 1) prohibits any employment application to include a question on conviction history 2) prohibits an employer to inquire about criminal history prior to a conditional offer of employment 3) prohibits an employer from denying an applicant a position based upon conviction history until they provide an individualized assessment by linking the conviction to the job's duties and 4) offers the applicant appeal rights and requires them to receive justification in writing if he/she is ultimately denied the position.

In addition to requiring that concession employers comply with all federal and state laws related to fair chance hiring, staff recommends that the Board adopt the following fair chance hiring requirements:

- Consistent with AB1008, employers with at least 2 employees may not inquire or investigate an applicant's criminal history until a conditional offer of employment is made.
- Employers may not disqualify an applicant who has received a conditional offer of employment and meets the badging requirements of the Transportation Security Administration and the Customs and Border Patrol, based on prior criminal history or history of involvement with the criminal justice system that is not directly related to the job requirements.

The Port plans to include fair chance hiring language in the RFP as follows:



The Port is committed to non-discrimination and creating opportunities for individuals who face barriers to employment, including those who have former involvement with the criminal justice system. Fair chance hiring policies prohibit discrimination against qualified job applicants based upon their criminal history.

Formatted: Font: (Default) Arial

In addition to complying with state and federal fair chance hiring laws, including AB 1008, the Port requires that employers with 2 or more employees may not inquire about or investigate an applicant's criminal history until a conditional offer of employment is made. Prior to conducting any background check, employers must provide the Port with any directly related convictions that exceed badging requirements. Employers may only consider convictions directly related to job requirements. Employers may not disqualify an applicant who has received a conditional offer of employment and meets the Port's policy requirements and the badging requirements of the Transportation Security Administration and the Customs and Border Patrol based on prior criminal history that is not directly related to the job requirements.

Formatted: Left, Indent: Left: 0", Right: 0", Space After: 10 pt, Line spacing: Multiple 1.15 ii, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

## **BUDGET & STAFFING**

The proposed action does not have any budgeting or staffing impact.

## **MARITIME AVIATION PROJECT LABOR AGREEMENT (MAPLA)**

The matters included in this Agenda Report do not fall within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement ("MAPLA") and the provisions of the MAPLA do not apply.

## **STRATEGIC PLAN**

The action described herein would help the Port achieve the following goals and objectives in the Port's Strategic Business Plan (2018–2022).

<https://www.portofoakland.com/wp-content/uploads/Port-of-Oakland-Strategic-Plan.pdf>

Goal: Serve our Community and Objective: Ensure that as the Port thrives, the community thrives.

## **LIVING WAGE**

Living wage requirements, in accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), do not apply to this agreement because the requested action is not an agreement, contract, lease, or request to provide financial assistance within the meaning of the Living Wage regulations.

## **SUSTAINABILITY**

The RFP includes requirements for proposers to develop an operation plan that includes an approach to sustainability, conservation, composting and recycling. Specific details will be included in the agenda reports for the award of the Food & Beverage Concessions Opportunities.

## **ENVIRONMENTAL**

This project has been determined to be categorically exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Approving the business terms and conditions for the 2018 Food & Beverage Concessions Opportunities Request for Proposals does not change the use of the existing facility (operating concessions) and is therefore categorically exempt under CEQA. No further environmental review is required.

## **GENERAL PLAN**

This action does not change the use of any existing facility, make alterations to an existing facility, or create a new facility; therefore, a General Plan conformity determination pursuant to Section 727 of the City of Oakland Charter is not required.

## **OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)**

The Owner Controlled Insurance Program (OCIP) does not apply to the matters addressed by this Agenda Report as they are not capital improvement construction projects.

## **OPTIONS**

Staff has identified the following options for the Board's consideration:

Option 1: Authorize the Executive Director to include both first source and fair chance hiring requirements in the 2018 Food and Beverage Concessional Request for Proposal.

Option 2: Do not authorize the Executive Director to include both first source and fair chance hiring requirements in the 2018 Food and Beverage Concessional Request for Proposal.

## **RECOMMENDATION**

Staff recommends that the Board adopt a resolution approving and authorizing the Executive Director to include both first source and fair chance hiring requirements in the 2018 Food and Beverage Concessional Request for Proposal.



## **Exhibit “G”**

### **Evaluation Criteria for the Prime Concessionaire Packages 1 and 2**

All responsive Proposals for Packages 1 and 2 will be evaluated using the following Evaluation Criteria. The Evaluation Criteria will be evaluated for the Respondent and all Partners of the Respondent, including Joint Venture Partners and/or Subtenants, if any. The components of each Evaluation Criterion are not of equal value or decision weight and are not listed in order of importance.

#### **1. Proposed Concept(s) and Menu(s) (0 to 30 points)**

- a. Proposed concepts and reasons for choosing concept(s) for each Concession Unit and each concept's appropriateness to the Airport and passengers, also considering the Airport's location in the San Francisco Bay Area.
- b. Proposed menu for each concept and range of price points, including variety of menu offerings for all meal parts of the day, including value-meals for families traveling with children and travelers on a limited budget.
- c. If concept is licensed or franchised, copies of license and/or franchise agreements, or letters of intent from concept owners, must be included.
- d. Variety of food and beverage concepts.
- e. Promotion of local/regional concepts and national concepts, especially concepts reflective of the San Francisco Bay Area.
- f. Balance between full service, fast casual and quick serve concepts.
- g. Consideration for alternate concepts\*, if necessary.
- h. Favorability of Concession Unit locations assigned/offered to Joint Venture Partners and/or Subtenants.

#### **2. Design and Quality of Tenant Capital Improvements, Including Construction Phasing Plan (0 to 25 points)**

- a. Interior and exterior design of each Concession Unit – creative and innovative designs clearly identifying concept and a San Francisco Bay Area sense of place, including Concession Units with multiple concepts.
- b. Design of interior layout of each Concession Unit – consideration for customer queues, width of aisles, number and location of POS points, location of *To Go* refrigeration units, size and location of seating areas (where applicable), etc.
- c. Quality of construction materials, furniture, fixtures and equipment.
- d. Approach to sustainability and conservation.
- e. Compliance with Tenant Design Standards.

---

\*The 2018 F&B RFP includes two “Independent Units” (Packages 3 and 4) to be offered concurrently to two Small Businesses. To minimize potential adverse competition between an Independent Unit and units in Packages 1 and/or 2, the Port is requesting that Proposals include “alternative concepts” that may be substituted and/or switched to alternative locations so that the same/similar concepts are not located in close proximity.

- f. Visual quality of existing food and beverage programs at other airports and/or large-scale public and private facilities.
- g. Proposed construction phasing plan for each Concession Unit, considering the Airport's desire to redevelop the Concession Units as quickly as possible, minimize disruption to customer service and maximize sales.

**3. Management, Marketing and Operations Plans (0 to 25 points)**

a. Management Plan

- i. Experience and qualifications of on-site team and general manager.
- ii. Weekly staffing plan for each Concession Unit.
- iii. Recruiting and training programs, including approach and plan to partner with local workforce development partners on outreach, recruitment, referral and placement of residents from communities impacted by the Airport and who face barriers to employment.
- iv. Employee incentives for retaining and motivating staff, including leadership and career advancement opportunities, and employee recognition programs.
- v. Customer service programs and methods to continuously monitor customer service to ensure high standards are maintained.
- vi. Policy for handling customer complaints.
- vii. Policy for handling emergency situations; e.g., flight delays resulting in higher number of passengers in the Airport for longer periods of time that may extend operating hours into the late evening or early morning hours; and require stock replenishment.

b. Marketing Plan

- i. Use of social media to promote concepts.
- ii. Promotions and discounts attributed to customer loyalty programs, Airport and Respondent's employees, military, etc.

c. Operations Plan

- i. Use of technology to improve customer service.
- ii. Approach to sustainability, conservation, composting and recycling.
- iii. Proposed product delivery plan to Airport and each Concession Unit.
- iv. Facility and equipment maintenance plan, which includes normal repairs and maintenance, frequency of cleaning, grease and trash removal, jetting of lines, and equipment maintenance and replacement plan.
- v. Physical security of unit, inventory and cash controls.
- vi. For concepts licensed or franchised, participation of concept owner in the operations of each applicable Concession Unit.
- vii. Roles and responsibilities of each Joint Venture, ACDBE, DBE and SBE Partner, if any, in the day-to-day operations of each Concession Unit and plan to maximize ACDBE/DBE and SBE participation.

**4. Experience and Qualifications of Respondent and Each Respondent's Partner(s) (Joint Venture Partners and/or Subtenants), if any (0 to 10 points)**

- a. With airport food and beverage programs.
- b. In food and beverage industry.
- c. With proposed concept(s).
- d. Operating multiple units.
- e. Managing a variety of concepts.
- f. Managing subtenants, if any.
- g. History of sales performance and rents paid at other airports/facilities.
- h. Verification of references.

**5. Proposed Business Plan (0 to 10 points)**

- a. For each lease year, and in the aggregate, assumptions supporting financial projections for each concept.
  - i. Projected Gross Sales, Sales per Square Foot, and Sales per Enplanement
  - ii. Projected Rent Revenues
  - iii. Pro Forma Financial Statements
- b. Proposed Capital Amounts of Initial Improvements and Mid-Term Refurbishment.
- c. Documentation demonstrating Respondent's and Respondent's Partners (Joint Venture Partners and/or Subtenants, if any) financial capability to fund internally and/or finance proposed/required Capital Investment, such as audited financial statements and/or letters of intent from financial institutions.

## **Exhibit “H”**

### **Evaluation Criteria for the Independent Small Business Packages 3 and 4**

All responsive Proposals for Packages 3 and 4 will be evaluated using the following Evaluation Criteria. The Evaluation Criteria will be evaluated for the Respondent and all Partners of the Respondent, if any. The components of each Evaluation Criterion are not of equal value or decision weight and are not listed in order of importance. The Small Business must be certified at the time proposal responses are submitted.

#### **1. Proposed Concept(s) and Menu(s) (0 to 30 points)**

- a. Proposed concept and reasons for choosing concept for the Independent Concession Unit and the concept's appropriateness to the Airport and passengers, also considering the Airport's location in the San Francisco Bay Area.
- b. Proposed menu for the concept and range of price points, including variety of menu offerings for all meal parts of the day, including value-meals for families traveling with children and travelers on a limited budget.
- c. If concept is licensed or franchised, copies of license and/or franchise agreements, or letters of intent from concept owners, must be included.
- d. Explanation of how local/regional concept or national concept would be reflective of the San Francisco Bay Area.

#### **2. Design and Quality of Tenant Capital Improvements, Including Construction Phasing Plan (0 to 25 points)**

- a. Interior and exterior design of the Independent Concession Unit – creative and innovative designs clearly identifying concept and a San Francisco Bay Area sense of place.
- b. Design of interior layout of the Independent Concession Unit – consideration for customer queues, width of aisles, number and location of POS points, location of To Go refrigeration units, size and location of seating areas (if applicable), etc.
- c. Quality of construction materials, furniture, fixtures and equipment.
- d. Approach to sustainability and conservation.
- e. Compliance with Tenant Design Standards.
- f. Visual quality of existing food and beverage programs at other airports and/or large-scale public and private facilities.
- g. Proposed construction phasing plan for the Independent Concession Unit, considering the Airport's desire to redevelop the Concession Units as quickly as possible, minimize disruption to customer service and maximize sales.

#### **3. Management, Marketing and Operations Plans (0 to 25 points)**

- a. Management Plan
  - i. Experience and qualifications of on-site team and general manager.
  - ii. Weekly staffing plan for the Independent Concession Unit.
  - iii. Recruiting and training programs, including approach and plan to partner with local workforce development partners on outreach, recruitment, referral and

placement of residents from communities impacted by the Airport and who face barriers to employment.

- iv. Employee incentives for retaining and motivating staff, including leadership and career advancement opportunities, and employee recognition programs.
- v. Customer service programs and methods to continuously monitor customer service to ensure high standards are maintained.
- vi. Policy for handling customer complaints.
- vii. Policy for handling emergency situations; e.g., flight delays resulting in higher number of passengers in the Airport for longer periods of time that may extend operating hours into the late evening or early morning hours; and require stock replenishment.

b. Marketing Plan

- i. Use of social media to promote concept.
- ii. Promotions and discounts attributed to customer loyalty programs, Airport and Respondent's employees, military, etc.

c. Operations Plan

- i. Use of technology to improve customer service.
- ii. Approach to sustainability, conservation, compositing and recycling.
- iii. Proposed product delivery plan to Airport and the Independent Concession Unit.
- iv. Facility and equipment maintenance plan, which includes normal repairs and maintenance, frequency of cleaning, grease and trash removal, jetting of lines, and equipment maintenance and replacement plan.
- v. Physical security of the Independent Unit, inventory and cash controls.
- vi. For licensed or franchised unit, participation of concept owner in the operations of the Independent Concession Unit.

**4. Experience and Qualifications of Respondent and Each Respondent's Partner(s), if any (0 to 10 points)**

- a. With airport food and beverage programs.
- b. In food and beverage industry.
- c. With proposed concept.
- d. Operating multiple units (e.g., on- and off-airport locations).
- e. History of sales performance and rents paid at other airports/facilities.
- f. Verification of references.

**5. Proposed Business Plan (0 to 10 points)**

- a. For each lease year, and in the aggregate, assumptions supporting financial projections for the Independent Unit.
  - i. Projected Gross Sales, Sales per Square Foot, and Sales per Enplanement
  - ii. Projected Rent Revenues

- i. Pro Forma Financial Statements
- b. Proposed Capital Amounts of Initial Improvements and Mid-Term Refurbishment.
- c. Documentation demonstrating Respondent's and Respondent's Partners, if any, financial capability to fund internally and/or finance proposed/required Capital Investment, such as audited financial statements and/or letters of intent from financial institutions.



**Exhibit "I-1"**  
**Concept and Operator Information**

Package: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Unit #	Square Feet	Name of Proposed Concept (If more than one concept in Unit then specify SF allocated to each concept)	Indicate if Concept is Local, National Brand or Proprietary Concept	Name of Operator	Indicate if Operator is Owner of Concept, Licensee, or Franchisee
Total SF(1)	-				

Names of Alternate Concepts: \_\_\_\_\_

Note: Line and column spacing can be adjusted as necessary. However, all information should be contained on one page.

If a Unit has more than one concept, additional lines should be added to the table with the appropriate information.

(1) Total Square Feet should equal total leaseable space for Package.

**Exhibit "I-2"**  
**Capital Investment for Each Concept and Unit**

Package #: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Unit #	Name of Proposed Concept	Name of Operator	Square Feet(1)	Capital Investment(2)					
				Initial		Mid-Term		Initial and Mid-Term	
				Initial	\$/SF	Mid-Term	\$/SF	Total	\$/SF
			-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
			-	-	-	-	-	-	-
Total Square Feet and Capital Investment			-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(1) Total Square Feet should equal total leaseable space for Package.

(2) Show Capital Investment for Concepts within Each Unit. Provide a subtotal of Capital Investment for each Unit, if there are multiple concepts within a Unit. Minimum Initial Capital Investment = \$600/SF and minimum Mid-Term Capital Investment = \$150/SF.

**Exhibit "I-3"**  
**EXAMPLE of Weekly Staffing Plan**

The example below shows the type of information to be included on the Weekly Staffing Plan for each Concept.

Employee Title	Indicate Begin and End Time for each Employee							Total Hrs. Worked/Wk.
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Manager	4am - Noon	4am - Noon		4am - Noon		4am - Noon	4am - Noon	40.0
Barrista		4am - Noon	4am - Noon	4am - Noon	4am - Noon	4am - Noon		40.0
Barrista	Noon-8pm	Noon-8pm			Noon-8pm	Noon-8pm		32.0
Cook/Food Prep	4am - Noon	4am - Noon	4am - Noon		8pm-11pm		4am - Noon	35.0
Cashier		Noon-8pm	Noon-8pm	Noon-8pm		Noon-8pm	Noon-8pm	40.0
Total Hrs./Day and Week	24	40	24	24	19	32	24	187.0

Exhibit "I-3"  
Weekly Staffing Plan for Each Concept

Package: \_\_\_\_\_

Unit #: \_\_\_\_\_

Square Feet: of Concept: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Name of Concept: \_\_\_\_\_

Name of Operator \_\_\_\_\_

Employee Title	Indicate Begin and End Time for each Employee							Total Hrs. Worked/Wk.
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
21.								
22.								
23.								
24.								
25.								
Total Hrs. Per Day and Week								-

**Exhibit "I-4"**  
**Ten-Year Gross Sales for Each Concept and Unit**

Package #: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Unit #	Name of Proposed Concept	Name of Operator	Square Feet(1)	Gross Sales Projections(2)									
				CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029
			-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
Total Square Feet and Gross Sales			-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Enplanements(3)				7,357,750	7,523,000	7,654,500	7,654,500	7,654,500	7,654,500	7,654,500	7,654,500	7,654,500	7,654,500
Sales/SF				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales/Enplanement				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(1) Total Square Feet should equal total leaseable space for Package.

(2) Show Gross Sales for Concepts within Each Unit. Provide a subtotal of Gross Sales for each Unit, if there are multiple concepts within a Unit.

(3) Annual enplanement growth rate = 0.0% NOTE: The Port is not providing any forecasted annual growth rate beginning in CY2023; Respondent may leave enplanements flat or project its own growth rate.

Port's Draft FY2019-23 Budget Summary Book includes the following passenger forecasts on a fiscal year basis:

Fiscal Years	Passengers	Calendar Years	Passengers	Enplanements
Budget FY2018-19	14,111,000			
Projected FY2019-20	14,534,000	Extrapolated CY2019	14,322,500	7,161,250
Projected FY2020-21	14,897,000	Extrapolated CY2020	14,715,500	7,357,750
Projected FY2021-22	15,195,000	Extrapolated CY2021	15,046,000	7,523,000
Projected FY2022-23	15,423,000	Extrapolated CY2022	15,309,000	7,654,500

**Exhibit "I-5"**  
**Ten-Year Rent Revenues by Unit**

Package #: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Unit #	Name of Proposed Concept(s) in Each Unit	Square Feet(1)	Rent Revenue Projections									
			CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028	CY 2029
		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
Total Square Feet and Rent Revenues		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent Revenues/Square Foot			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(1) Total Square Feet should equal total leaseable space for Package.



**Exhibit "I-6"**  
**Ten-Year Pro Forma Operating Statement**

Package #: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Name of Subtenant (if applicable): \_\_\_\_\_

Square Feet Operated by Proposer or Subtenant: \_\_\_\_\_ -

Line Item	CY 2020		CY 2021		CY 2022		CY 2023		CY 2024		CY 2025		CY 2026		CY 2027		CY 2028		CY 2029	
	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales
Gross Sales	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Cost of Goods Sold	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Gross Profit	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
<b>Operating Expenses</b>																				
Salaries and Wages	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Employee Benefits	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Repairs and Maintenance	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Rent to OAK	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
License & Franchise Fees	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Property Insurance	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Utilities	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Corporate Overhead	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
General & Administrative	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
All Other Expenses(1)	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Total Expenses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Operating Cash Flow Before ITDA	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%

ITDA = Interest, taxes, depreciation and amortization.

A separate table is required for Proposer and each subtenant.

(1) List expenses included "All Other Expenses" on Assumptions table, Attachment F.

**Exhibit "I-7"**  
**Assumptions Supporting Financial Projections**

Package: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Name of Subtnent (if applicable): \_\_\_\_\_

Square Feet Operated by Proposer or Subtenant: \_\_\_\_\_ -

Factors Affecting Financial Projections	List and Describe Basis and Factors Used for Developing Financial Projections
1. Annual Enplanements	Provided by OAK
2. Annual Inflation = 0%	Pro Forma financial statements should be stated in Constant Dollars (no inflation).
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Note: Add additional pages if necessary to fully explain the basis for all projections.

Exhibit "J"  
OAKLAND INTERNATIONAL AIRPORT  
Gross Receipts - Food and Beverage  
Calendar Year 2016

Unit #	Name	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Terminal 1														
F-1	Training Grounds (Closed)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F-2	Heinolds	43,827.99	38,748.87	39,238.37	36,752.73	38,948.27	50,462.26	48,631.76	49,692.04	43,062.10	47,221.71	43,837.51	46,949.35	527,372.96
F-3	Starbucks	126,010.38	114,879.92	133,094.78	126,593.29	141,384.11	188,672.37	198,992.10	202,255.04	184,291.90	202,725.36	197,476.32	198,758.94	2,015,134.51
F-4/5	Chili's	282,542.22	287,295.82	308,484.35	321,298.39	369,356.76	495,081.02	494,129.90	503,669.98	510,876.13	544,903.59	477,253.50	506,615.13	5,101,506.79
E-2	Vacant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F-6	Silver Dragon	211,226.50	212,779.93	234,092.68	243,004.19	273,945.76	433,427.50	441,010.34	379,582.22	310,036.40	346,599.71	299,318.69	327,526.90	3,712,550.82
F-7	Eight Bar	87,903.02	86,032.07	91,253.48	91,598.54	105,193.68	147,968.36	143,460.80	126,506.97	123,481.39	129,500.86	123,847.46	133,083.74	1,389,830.37
F-8	Starbucks	86,518.38	81,004.50	94,338.81	98,932.09	107,993.64	141,170.97	154,034.34	149,686.43	168,587.58	160,312.36	145,570.67	159,318.73	1,547,468.50
Terminal 2														
F-9	Starbucks	155,869.94	160,175.99	161,736.11	169,477.44	175,486.01	184,745.57	198,848.66	194,736.99	205,377.61	215,344.03	199,575.19	219,634.99	2,241,008.53
E-5	Firewood	231,263.99	237,710.43	266,442.31	267,098.13	284,194.02	316,698.44	328,383.50	323,353.46	303,313.93	323,702.13	291,515.77	313,238.56	3,486,914.68
F-10	Pyramid	307,324.46	312,592.90	345,772.63	354,558.99	377,774.60	376,531.72	351,861.32	353,805.04	392,824.02	380,122.36	354,288.24	368,197.33	4,275,653.61
F-11	Jamba Juice	93,841.04	98,880.16	110,785.62	102,225.48	101,778.45	109,288.01	105,436.29	101,555.98	94,086.42	96,805.13	99,789.66	102,336.72	1,216,808.96
	Burger King	100,813.61	105,607.99	117,840.68	111,067.53	123,447.11	137,751.35	142,452.33	132,473.15	115,847.47	122,444.32	128,471.61	149,434.99	1,487,652.14
	Subway	118,336.19	118,528.07	131,229.49	136,110.39	158,252.94	145,913.46	150,066.17	148,922.94	133,458.28	135,944.28	135,830.39	143,778.13	1,656,370.73
	Fentons (Former Peony)	16,308.07	17,440.70	20,785.09	25,021.05	27,026.73	25,314.75	27,910.72	28,788.77	26,937.02	24,369.40	24,541.15	23,642.10	288,085.55
F-12	Otaez (Closed 10/2014)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Training Grounds	8,802.86	8,374.63	8,490.91	7,769.02	7,769.02	8,895.96	6,866.33	9,420.24	6,800.37	8,073.52	7,483.25	7,474.48	96,220.59
	R-11f Auntie Anne's	51,882.84	48,785.31	67,627.06	68,896.97	67,851.92	76,513.15	78,715.50	74,702.72	61,977.27	65,274.53	72,485.30	81,204.68	815,917.25
	Starbucks	143,693.84	143,626.11	160,107.61	155,351.56	160,778.41	153,048.60	153,474.34	146,919.93	160,297.78	157,783.76	159,951.08	163,280.01	1,858,313.03
F-14	CPK ASAP	102,961.28	111,252.21	140,411.89	131,785.69	142,456.13	143,569.40	137,605.40	121,771.76	121,082.03	124,705.31	131,156.28	129,869.15	1,538,626.53
	Fentons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Max's	125,218.95	126,992.04	156,351.74	153,026.69	164,779.23	155,771.12	140,931.61	143,086.39	132,218.62	138,044.58	135,475.24	124,794.09	1,696,690.30
	E-9 Andale	359,674.65	372,016.95	445,792.00	436,085.66	471,772.43	463,983.82	412,913.45	417,487.82	423,724.21	429,386.27	436,735.73	417,860.27	5,087,433.26
F-15	Gordon Biersch	51,142.68	52,331.84	68,377.11	64,950.53	70,577.38	76,534.57	64,825.56	61,763.02	62,310.44	67,389.88	70,337.48	72,409.38	782,949.87
TOTAL		2,705,162.89	2,735,056.44	3,102,252.72	3,101,604.36	3,370,766.60	3,831,342.40	3,780,550.42	3,670,180.89	3,580,590.97	3,720,653.09	3,534,940.52	3,689,407.67	40,822,508.98
Prior Year Total		2,337,751.81	2,311,133.75	2,749,899.43	2,784,411.69	2,931,790.17	3,171,963.65	3,367,893.33	3,185,240.38	3,026,965.81	3,210,262.30	3,132,489.89	3,241,685.13	35,451,487.34
Change from Prior Year		15.716%	18.343%	12.813%	11.392%	14.973%	20.788%	12.253%	15.225%	18.290%	15.899%	12.848%	13.811%	15.150%

TOTAL														
Enplaning		412,261	403,725	484,557	470,112	498,440	564,705	564,361	550,705	510,937	535,789	520,720	525,143	6,041,455
Deplaning		430,812	401,384	477,701	471,136	502,312	548,803	567,830	559,680	506,853	540,970	516,658	505,373	6,029,512
Total		843,073	805,109	962,258	941,248	1,000,752	1,113,508	1,132,191	1,110,385	1,017,790	1,076,759	1,037,378	1,030,516	12,070,967
Sales per ENP		6.56177	6.77455	6.40225	6.59759	6.76263	6.78468	6.69882	6.66451	7.00789	6.94425	6.78856	7.02553	6.75707

TERMINAL ONE ENP	135,124	127,529	148,268	148,237	164,729	236,804	250,536	231,213	207,694	220,376	206,920	202,995	2,280,425	37.75%
TERMINAL 2 ENP	277,137	276,196	336,289	321,875	333,711	327,901	313,825	319,492	303,243	315,413	313,800	322,148	3,761,030	62.25%

Totals By Terminal														
TOTAL T-1		838,028.49	820,741.11	900,502.47	918,179.23	1,036,822.22	1,456,782.48	1,480,259.24	1,411,392.68	1,340,335.50	1,431,263.59	1,287,304.15	1,372,252.79	14,293,864
Prior Year T-1 Total		720,637.81	705,825.83	848,599.58	878,373.96	942,999.20	1,056,985.76	1,117,148.67	1,036,114.15	918,013.66	936,262.68	894,172.61	946,050.35	11,001,184
Change From Prior Year		16.290%	16.281%	6.116%	4.532%	9.949%	37.824%	32.503%	36.220%	46.004%	52.870%	43.966%	45.051%	29.930%
SPE T-1		6.20	6.44	6.07	6.19	6.29	6.15	5.91	6.10	6.45	6.49	6.22	6.76	6.27
SPE Prior Year T-1		6.10	6.50	6.56	6.47	6.40	6.28	6.19	6.21	6.62	6.64	6.62	6.64	5.93
Change From Prior Year		1.590%	-1.064%	-7.377%	-4.278%	-1.617%	-2.097%	-4.562%	-1.625%	-2.447%	-2.259%	-6.057%	1.775%	5.779%
TOTAL T-2		1,867,134.40	1,914,315.33	2,201,750.25	2,183,425.13	2,333,944.38	2,374,559.92	2,300,291.18	2,258,788.21	2,240,255.47	2,289,389.50	2,247,636.37	2,317,154.88	26,528,645
Prior Year T-2 Total		1,617,114.00	1,605,307.92	1,901,299.85	1,906,037.73	1,988,790.97	2,114,977.89	2,250,744.66	2,149,126.23	2,108,952.15	1,298,731.65	1,234,012.01	1,320,262.82	21,495,358
Change From Prior Year		15.461%	19.249%	15.802%	14.553%	17.355%	12.274%	2.201%	5.103%	6.226%	76.279%	82.141%	75.507%	23.416%
SPE T-2		6.74	6.93	6.55	6.78	6.99	7.24	7.33	7.07	7.39	7.26	7.16	7.19	7.05
SPE Prior Year T-2		6.13	6.26	6.06	6.04	6.12	6.17	6.37	6.16	6.43	6.48	6.54	6.55	6.03
Change From Prior Year		9.992%	10.677%	8.126%	12.398%	14.370%	17.297%	15.025%	14.733%	14.872%	12.031%	9.480%	9.883%	17.037%

Exhibit "J"  
OAKLAND INTERNATIONAL AIRPORT  
Gross Receipts - Food and Beverage  
Calendar Year 2017

Unit #	Name	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL YTD
<b>Terminal 1</b>														
F-1	Training Grounds (Closed Aug 2014)													
F-2	Heinolds	39,643.23	33,774.06	37,116.48	45,339.40	49,665.97	62,167.83	63,154.37	60,246.77	52,623.61	46,696.48	41,212.62	43,347.98	574,988.80
F-3	Starbucks	174,775.96	158,939.58	182,314.07	191,357.62	201,509.84	215,805.24	236,129.03	223,635.16	191,520.79	183,420.02	181,951.44	195,129.63	2,336,488.38
F-4/5	Chili's	420,740.48	414,256.10	486,553.00	498,041.30	563,633.10	583,195.40	551,525.59	564,226.99	525,698.66	562,188.58	537,944.54	513,198.51	6,221,202.25
E-2	Escape Lounge (Not F& B)	-	-	-	-	-	-	-	-	-	-	-	-	-
F-6	Silver Dragon	264,955.10	245,565.69	289,909.75	314,893.49	395,857.52	486,028.12	471,622.73	463,558.98	401,767.11	397,282.15	355,635.61	339,509.86	4,426,586.11
F-7	Eight Bar	112,885.27	114,533.61	138,753.60	140,079.33	168,219.23	195,816.37	192,365.38	199,429.50	180,647.61	157,165.52	141,563.41	131,735.48	1,873,194.31
F-8	Starbucks	134,792.11	120,517.89	146,383.32	161,028.08	163,778.72	186,297.89	203,690.01	198,289.40	177,430.56	179,748.42	174,890.81	166,695.40	2,013,542.61
<b>Terminal 2</b>														
F-9	Starbucks	202,896.12	182,306.97	200,961.79	188,738.90	202,456.42	203,753.73	204,845.58	208,661.01	203,092.95	205,218.93	201,609.46	207,729.51	2,412,271.37
E-5	Firewood	262,928.89	258,420.35	272,386.23	255,869.48	302,411.87	308,077.35	298,591.52	302,735.72	295,083.31	323,877.55	318,303.13	309,851.87	3,508,537.27
F-10	Pyramid	328,453.12	342,146.63	383,673.22	349,693.61	399,287.81	387,635.12	364,817.08	392,142.16	399,523.98	415,028.98	417,442.49	406,526.21	4,586,370.41
F-11	Jamba Juice	91,318.12	90,869.70	111,249.90	101,193.99	101,567.56	116,416.51	116,444.57	107,815.50	100,250.20	105,396.16	111,022.07	111,051.80	1,264,596.08
	Burger King	116,964.24	110,026.15	126,480.27	121,447.54	133,587.58	146,329.71	142,962.83	138,996.85	132,710.13	142,561.25	146,259.45	150,501.77	1,608,827.77
	Subway	132,572.30	126,611.27	142,027.38	136,946.39	146,512.74	154,422.03	150,969.64	151,355.25	136,759.80	147,791.11	141,702.20	142,359.31	1,710,029.42
	Fentons (New October 2015)	22,936.70	26,811.97	27,414.42	30,702.54	35,294.57	38,167.57	36,391.05	33,282.56	30,182.72	26,274.87	26,748.69	24,728.28	358,935.94
	Otaez (Closed October 2014)													
F-12	Training Grounds	8,012.78	6,969.08	7,304.53	9,047.69	8,323.09	7,817.21	10,893.77	9,255.22	7,576.88	7,271.35	9,000.72	7,363.69	98,836.01
R-11f	Auntie Anne's	57,890.83	59,293.59	87,921.08	100,711.73	99,576.67	99,565.49	108,012.53	97,577.73	74,995.01	71,378.65	68,675.23	70,391.01	995,989.55
F-13	Starbucks	138,742.44	130,680.36	164,610.56	165,320.06	165,764.62	175,211.84	171,404.58	172,485.64	148,900.30	166,820.67	162,594.89	172,032.97	1,934,568.93
F-14	CPK ASAP	101,763.52	115,357.50	147,149.46	138,886.08	145,188.70	159,482.07	157,095.10	155,208.77	127,928.69	139,202.30	128,373.40	135,278.74	1,650,914.33
	Fentons (Relocated April 2015)													
	Max's	96,371.21	113,826.61	143,545.84	154,458.18	170,347.23	174,125.76	174,498.64	157,677.03	139,893.32	145,322.48	137,339.58	123,929.26	1,731,335.14
E-9	Andale	352,396.84	376,832.99	472,928.44	470,042.41	479,918.31	467,699.56	451,138.74	469,704.73	431,065.87	477,843.50	455,388.29	430,017.49	5,334,977.17
F-15	Gordon Biersch	55,996.46	61,339.47	75,682.01	81,479.56	80,261.51	81,908.72	79,008.64	82,738.43	72,897.92	78,064.30	81,808.21	78,378.67	909,563.90
	TOTAL	3,117,035.72	3,089,079.57	3,644,365.35	3,655,277.38	4,013,163.06	4,249,923.52	4,185,561.38	4,189,023.40	3,830,549.42	3,978,553.27	3,839,466.24	3,759,757.44	45,551,755.75
<b>TOTAL</b>														
Enplaning		440,843.00	425,580.00	508,709.00	527,192.00	567,402.00	618,928.00	612,379.00	605,903.00	543,831.00	565,321.00	558,067.00	556,113.00	6,530,268.00
Deplaning		468,015.00	424,286.00	500,177.00	534,424.00	573,419.00	599,337.00	623,132.00	620,745.00	539,470.00	575,600.00	553,057.00	530,275.00	6,541,937.00
Total		908,858.00	849,866.00	1,008,886.00	1,061,616.00	1,140,821.00	1,218,265.00	1,235,511.00	1,226,648.00	1,083,301.00	1,140,921.00	1,111,124.00	1,086,388.00	9,733,772.00
Sales per ENP		7.07	7.26	7.16	6.93	7.07	6.87	6.83	6.91	7.04	7.04	6.88	6.76	6.98

TERMINAL 1 ENPLANING	181,913.00	162,419.00	193,899.00	215,035.00	238,109.00	279,146.00	278,604.00	271,849.00	232,971.00	232,069.00	213,725.00	216,416.00	2,716,155.00
TERMINAL 2 ENPLANING	258,930.00	263,161.00	314,810.00	312,157.00	329,293.00	339,782.00	333,775.00	334,054.00	310,860.00	333,252.00	344,342.00	339,697.00	3,814,113.00
<b>Totals By Terminal</b>													
TOTAL T-1	1,147,792.15	1,087,586.93	1,281,030.22	1,350,739.22	1,542,664.38	1,729,310.85	1,718,487.11	1,709,386.80	1,529,688.34	1,526,501.17	1,433,198.43	1,389,616.86	17,446,002.46
Prior Year T-1 Total	838,028.49	820,741.11	900,502.47	918,179.23	1,036,822.22	1,456,782.48	1,480,259.24	1,411,392.68	1,340,335.50	1,431,263.59	1,287,304.15	1,372,252.79	14,293,863.95
Change From Prior Year	0.37	0.33	0.42	0.47	0.49	0.19	0.16	0.21	0.14	0.07	0.11	0.01	0.22
SPE T-1	6.31	6.70	6.61	6.28	6.48	6.20	6.17	6.29	6.57	6.58	6.71	6.42	6.42
SPE Prior Year T-1	6.20	6.44	6.07	6.19	6.29	6.15	5.91	6.10	6.45	6.49	6.22	6.76	5.93
Change From Prior Year	0.02	0.04	0.09	0.01	0.03	0.01	0.04	0.03	0.02	0.01	0.08	(0.05)	0.08
TOTAL T-2	1,969,243.57	2,001,492.64	2,363,335.13	2,304,538.16	2,470,498.68	2,520,612.67	2,467,074.27	2,479,636.60	2,300,861.08	2,452,052.10	2,406,267.81	2,370,140.58	28,105,753.29
Prior Year T-2 Total	1,867,134.40	1,914,315.33	2,201,750.25	2,183,425.13	2,333,944.38	2,374,559.92	2,300,291.18	2,258,788.21	2,240,255.47	2,289,389.50	2,247,636.37	2,317,154.88	26,528,645.03
Change From Prior Year	0.05	0.05	0.07	0.06	0.06	0.06	0.07	0.10	0.03	0.07	0.07	0.02	0.06
SPE T-2	7.61	7.61	7.51	7.38	7.50	7.42	7.39	7.42	7.40	7.36	6.99	6.98	7.37
SPE Prior Year T-2	6.74	6.93	6.55	6.78	6.99	7.24	7.33	7.07	7.39	7.26	7.16	7.19	7.05
Change From Prior Year	0.13	0.10	0.15	0.09	0.07	0.02	0.01	0.05	0.00	0.01	(0.02)	(0.03)	0.04

Exhibit "K"

Existing Environmental Reports

OAK Terminal Complex

Food & Beverage Concessions Opportunities

DOCID	SOURCE_DATE	TITLE	Author
9211	2/6/1996	9265_Alisto Engineering group_Asbestos survey report mezzanine bldg. M-102, OIA_02-06-96.pdf	Alisto Engineering Group, Inc.
9189	10/1/1996	Submittal of work plan for removal of material containing asbestos- Seismic improvements to building M-101 connecting terminal 1 bldgs, OIA	Coastwide Environmental Technologies
9261	6/18/1997	Project documentation, OIA bldg M-101	ACC Environmental Consultants, Inc.
9264	1/7/1999	Asbestos survey report finger bldg ID M103	ACC Environmental Consultants, Inc.
9188	7/29/1999	Asbestos abatement management and air monitoring report, Bldg M-103 build out, OIA	IHI Environmental
2127	4/18/2000	Asbestos Abatement Management and Air Monitoring Report - South Airport Facility, Building M-103, Lower Hallway	IHI Environmental
9192	4/18/2000	Asbestos abatement management and air monitoring report, south airport facility bldg M-103, lower hallway	IHI Environmental
2124	7/27/2000	Asbestos Abatement Management and Air Monitoring Report - South Airport Facility, Building M-103, Lower Hallway	IHI Environmental
2119	8/3/2000	Asbestos Clearance Air Monitoring Results South	IHI Environmental

DOCID	SOURCE_DATE	TITLE	Author
		Airport, Building M-103, Lower Level South Restroom	
3647	3/19/2001	Class III Asbestos Work Management and Air Monitoring Report - Port of Oakland South Field Airport, Bldg. M-101 Ticket Area Light Fixture Cleaning - March 2001	IHI Environmental
2121	4/5/2001	Asbestos-Containing Material Field Survey Report - Port of Oakland, South Field Airport Facility, Buildings M-102 & M-103 Renovations	IHI Environmental
2122	4/5/2001	Lead-Based Paint Field Survey Report - Port of Oakland, South Field Airport Facility, Buildings M-102 & M-103 Renovations	IHI Environmental
9193	4/5/2001	Asbestos containing material field survey report- south field airport facility bldg. M-102 & M-103 renovations	IHI Environmental
9219	4/27/2001	9273_IHI Environmental_Hazardous materials survey report, bldg M-102 in transit lounge area, OIA_04-27-01.pdf	IHI Environmental
2123	7/18/2001	Hazardous Materials Survey Report - Port of Oakland, OAK, Building M-103, Construction of Additional Restrooms Project	IHI Environmental
3994	10/29/2001	Asbestos Abatement Management & Air Monitoring Final Report South Field Airport Bldg. M-103	IHI Environmental
2149	3/18/2002	Summary Report: Vinyl Floor Tile Asbestos Abatement Activities -	SCA Environmental, Inc.

DOCID	SOURCE_DATE	TITLE	Author
		Oakland International Airport - M103 Lower Level	
9263	3/18/2002	Summary report-vinyl floor tile asbestos abatement activities OIA, M103 Lower level	SCA Environmental, Inc.
3511	6/1/2002	Class III Asbestos Work Management and Air Monitoring Report - Port of Oakland - South Field Airport, Building M-101 - Ticket Area Light Fixture Cleaning - June 2002	IHI Environmental
9234	6/1/2002	Class III Asbestos work management & air monitoring report, South field airport bldg M-101, Ticketing area light fixture cleaning	IHI Environmental
3639	6/28/2002	Summary Report: Bulk Asbestos and Lead-Base Paint Survey - Oakland International Airport Terminal 2 - M130	SCA Environmental, Inc.
9449	6/28/2002	M-130 Summary Report: Bulk Asbestos and Lead-Based Paint Survey Terminal 2	SCA Environmental, Inc.
9450	6/28/2002	M-130 Summary Report: Bulk Asbestos and Lead-Based Paint Survey Terminal 2	SCA Environmental, Inc.
3790	10/11/2002	Class III Asbestos Work Management and Air Monitoring Report - Port of Oakland South Field Airport, Bldg. M-101 Ticket Area Light Fixture Cleaning - October 11, 2002	IHI Environmental
4655	8/11/2004	Report of Asbestos Survey Port of Oakland Building M130 Oakland International Airport IHI Project No. 04B-2169	IHI Environmental



DOCID	SOURCE_DATE	TITLE	Author
9420	11/30/2004	M-102 Limited Indoor Air Quality Investigation FAA Tower	IHI Environmental
4764	1/31/2005	Asbestos-Containing Material Field Survey Report Oakland International Airport Terminal One M101, M102, M103, M114	IHI Environmental
9479	9/2/2005	M-101 M-102 M-103 and M-114 Asbestos Containing Material Field Survey Report	IHI Environmental
9268	10/12/2005	Asbestos abatement close out report, M102 boiler room, OIA	Winzler & Kelly
7467	8/1/2006	Hazardous Material Business Plan (MF-41A, MF-42A, MF43A, MF44A, and Terminal 2 Expansion - Buildings M371 and 367), Oakland, California	SCA Environmental, Inc.
9413	1/1/2007	M-101 Typical Work Sequence for the Periodic Light Cleaning Terminal 1	IHI Environmental
9412	1/22/2007	M-101 Report of Limited Paint-Chip Sampling	IHI Environmental
9436	8/14/2007	M-103 Summar Report: Bulk Asbestos, Lead-Based Paint and Hazardous Materials Survey Room M	SCA Environmental, Inc.
9431	3/10/2008	M-103 Limited Asbestos and Lead Survey Restrooms and Adjacent Stairwell	RGA Environmental, Inc.
9435	3/20/2008	M-103 Post Remediation Visual and Air Clearance Basement Room 1131	RGA Environmental, Inc.
9454	4/24/2008	M103 and M130 Bulk Asbestos Analysis	Winzler & Kelly
9433	4/29/2008	M-103 Bulk Asbestos Analysis Panels Above Windows in Basement	RGA Environmental, Inc.

DOCID	SOURCE_DATE	TITLE	Author
9437	5/29/2008	M-103 Limited Exterior Lead Paint Tesing Main Level Deck Overhang	RGA Environmental, Inc.
9486	5/29/2008	M-103 Post Remediation Visual Clearance Terminal 1	RGA Environmental, Inc.
9487	5/29/2008	M-103A Limited Exterior Lead Paint Testing Terminal 1 Main Deck Overhang	RGA Environmental, Inc.
9478	6/3/2008	M-101 M-102 and M-103 Memo re IHI Environmental 2005 Asbestos-Containing Material Field Survey for Terminal 1	Port of Oakland
9416	8/1/2008	M-102 Post Remediation Visual and Air Clearance 3rd Floor Restroom	RGA Environmental, Inc.
9411	10/24/2008	M-101 Asbestos Related Cleaning	RGA Environmental, Inc.
9418	2/26/2009	M-102 Limited Paint Testing - Lead	RGA Environmental, Inc.
9427	7/8/2009	M-102 Limited Asbestos Bulk Sampling Plaster Ceilings	RGA Environmental, Inc.
9422	7/20/2009	M-102 Final Report: Asbestos Abatement Activities Terminal 1 Former Luggage Shop	SCA Environmental, Inc.
9426	8/13/2009	M-102 Lead containing Paint Removal for Structureal Improvement Emergency Exit Stairwell	RGA Environmental, Inc.
9419	9/30/2009	M-102 Lead Containing Paint Removal for Structural Improvement FAA Tower	RGA Environmental, Inc.
9476	12/29/2009	M-101 and M-150 Limited Asbestos Survey Covered Walkway	RGA Environmental, Inc.
9428	4/7/2010	M-102 Status of Asbestos and Other Hazardous Building Materials	Port of Oakland

DOCID	SOURCE_DATE	TITLE	Author
9425	7/29/2010	M-102 Limited Asbestos and Lead Survey Report Meet and Greet - Revised	RGA Environmental, Inc.
9481	10/5/2010	M-102 Meet Greet M-101 Verizon and M-104 Boiler Final Report: Asbestos and Lead-Based Paint Abatement Activities Terminal 1	SCA Environmental, Inc.
9267	10/5/2010	Final report asbetos and lead based paint abatement activities Terminal 1 verizon antenna installation at ticket counter & building M, M102 meet & greet upgrade project & M104 boiler room clean up project	SCA Environmental, Inc.
7458	1/14/2011	Summary Report of Environmental Quality Assurance Services, Asbestos and Lead-Based Paint Abatement, Building M102, Meet & Greet Upgrades	SCA Environmental, Inc.
9410	2/25/2011	M-101 Suspended Light Lens Cleaning	RGA Environmental, Inc.
9424	6/25/2011	M-102 Daily Report Landside Office Tile Abatement	SCA Environmental, Inc.
9423	6/26/2011	M-102 Asbestos Clearance Notice Landside Office Floor Tile	SCA Environmental, Inc.
7459	6/28/2011	Summary Report of Environmental Quality Assurance Services, Asbestos Abatement, Building M102, Landside Operations Office VAT Removal	SCA Environmental, Inc.
7457	7/6/2011	Limited Asbestos Survey, Buldign M-103, Exterior Panels, Oakland International Airport	RGA Environmental, Inc.

DOCID	SOURCE_DATE	TITLE	Author
9415	8/20/2011	M-102 Hot Water Tank Abatement and Surface Cleaning Basement	RGA Environmental, Inc.
7456	8/20/2011	M102 - Basement Hot Water Tank Abatement and Surface Cleaning, Oakland International Airport Terminal One	RGA Environmental, Inc.
9417	6/29/2012	M-102 Bulk Asbestos Analysis 2nd Floor Ceiling	RGA Environmental, Inc.
7703	1/29/2013	Final Report: Asbestos Abatement Activities Oakland International Airport at the Former UAL Baggage Area, Building M101 Oakland International Airport, Oakland California	SCA Environmental, Inc.
7704	3/6/2013	M-102 Tunnel Damaged TSI	SCA Environmental, Inc.
7806	7/26/2013	OAK, M-102 and M-104 Supplemental Lead-Based Paint Surveys, SCA Environmental, 7-26-13	SCA Environmental, Inc.
7807	7/26/2013	OAK, M-102 and M-104 Supplemental Asbestos Surveys, SCA Environmental, 7-26-13	SCA Environmental, Inc.
7815	9/26/2013	M102 and M104 Additional Bulk Asbestos Sampling, SCA Environmental, 9-26-13	SCA Environmental, Inc.
7822	11/5/2013	Moisture and Fungal Investigation, Terminal 2 Ground Floor, OAK, RGA Environmental, November 5, 2013	RGA Environmental, Inc.
7827	11/18/2013	JRJ - Final Report, Asbestos and Lead-Base Paint Abatement Activities, OIA, Bldgs M101, M102 & M104, SCA Environmental, November 18, 2013	SCA Environmental, Inc.
9217	3/12/2014	Final report- Asbestos abatement activities OIA	SCA Environmental, Inc.

DOCID	SOURCE_DATE	TITLE	Author
		bldg. M101, M102 & M104 Phase 3 misc. abatement activities	
9477	3/12/2014	M-101 M-102 and M-104 Phase 3 Abatement Report	SCA Environmental, Inc.
9480	4/3/2014	M-102 and M-103 Final Report: Asbestos Abatement Activities Terminal 1 Sprint Das Project	SCA Environmental, Inc.
9421	4/9/2014	M-102 Lead-Based Paint Sampling Basement Hot Water Tank	SCA Environmental, Inc.
9218	5/19/2014	Final report-asbestos abatement activities OIA, bldg. M103 TSA Area, former ground floor united airlines office	SCA Environmental, Inc.
9432	5/19/2014	M-103 Final Report: Asbestos Abatement Activities TSA Area	SCA Environmental, Inc.
9434	8/5/2014	M-103 Final Report: Phase 2 Asbestos Abatement Activities TSA Area	SCA Environmental, Inc.
9414	9/3/2014	M-101 Summary Report: Partial Bulk Asbestos, Lead-Based Paint and Hazardous Materials Survey	SCA Environmental, Inc.
9429	10/29/2014	M-103 Final Report: Phase 3 Asbestos Abatement Activities Room 1241B	SCA Environmental, Inc.
9409	2/12/2015	M-101 Final Report: Asbestos Abatement Activities	SCA Environmental, Inc.
9681	2/24/2015	Final Report: Asbestos Abatement Activities Oakland International Airport, M-102 Partial Roof Abatement	SCA Environmental, Inc.
9682	2/24/2015	Final Report: Asbestos Abatement Activities Oakland International	SCA Environmental, Inc.

DOCID	SOURCE_DATE	TITLE	Author
		Airport, M-102 Partial Crawl Space TSI Abatement	
9676	7/25/2016	Limited Asbestos and Lead Survey for the Planned Renovation Project OIA - Southwest Airlines Command Center	ACC Environmental Consultants, Inc.
9683	8/11/2016	Limited Asbestos and Lead Survey for the Planned Flooring Project, OIA - Terminal 1, Ground Floor M103, Oakland International Airport, One Airport Drive	ACC Environmental Consultants, Inc.
9705	9/26/2016	Asbestos Survey for the Planned Roof Replacement Project Oakland Airport - Terminal 2 (Building M-130) Upper Roof	ACC Environmental Consultants, Inc.

CTDw

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**RESOLUTION NO. 16-144**

**RESOLUTION APPROVING A RESTATEMENT, AFFIRMATION AND  
UPDATE TO THE BOARD'S POLICY FOR AWARDING CONCESSION  
AND CUSTOMER SERVICE PRIVILEGES AT THE TERMINAL  
COMPLEX AT OAKLAND INTERNATIONAL AIRPORT.**

---

**WHEREAS**, in March 2005, the Board of Port Commissioners ("Board") adopted a "Policy for Awarding Concession and Customer Service Privileges in the Terminal Buildings at Oakland International Airport" pursuant to Resolution No. 05079; and

**WHEREAS**, the Board has reviewed and evaluated the Agenda Report Item No. 5.2 dated December 15, 2016 ("Agenda Report") and related agenda materials, has received the expert testimony of Port staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Board hereby approves the restatement, affirmation and update to the Board's Policy for Awarding Concession and Customer Service Privileges at the Terminal Complex at Oakland International Airport, as described in and attached to the Agenda Report and this Resolution.



**SECTION 2.** This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to the other contracting party, there shall be no valid or effective agreement.

At the special meeting held on December 15, 2016

Passed by the following vote:

Ayes: Commissioners Butner, Cluver, Hamlin, Martinez, Story, Yee and  
President Colbruno – 7

Noes: 0

POLICY FOR AWARDING CONCESSION AND CUSTOMER SERVICE  
PRIVILEGES IN THE TERMINAL BUILDINGS

AT

OAKLAND INTERNATIONAL AIRPORT

OAKLAND, CALIFORNIA

PORT OF OAKLAND

ADOPTED

DECEMBER 15, 2016  
RESOLUTION NO. 16-###

## Contents

I. INTRODUCTION .....	1
II. OVERALL POLICY FOR AWARDING CONCESSION AND CUSTOMER SERVICE PRIVILEGES .....	2
A. Public Notice.....	2
B. Disadvantaged Business Enterprises .....	2
C. NON-DISCRIMINATION AND SMALL Local business utilization Policy .....	3
D. LIVING WAGE.....	3
E. Qualifications of Prospective Bidders or Proposers.....	3
F. Alternative Method of Awarding Concession and Customer Service Privileges .....	4
G. General Financial Basis for Proposals.....	6
H. Preproposal and Prebid Conferences.....	7
I. Local Outreach Meetings.....	7
J. Formal Submission of Bids or Proposals.....	8

## I. INTRODUCTION

The Board of Port Commissioners ("Board") of the Port of Oakland ("Port") adopts this concession policy (the "Concession Policy") on December 15, 2016 pursuant to Resolution No. 16-### to govern the solicitation and awarding of concession and customer service privileges (collectively, "Concessions") at the Terminal Complex\* at the Oakland International Airport ("the Airport"). The goal of the Concession Policy is to assure the highest level of both public service and of revenue generation consistent with the level of service desired and the Port's policy of encouraging the participation of local business concerns within the Local Impact Area ("LIA"; cities of Oakland, Alameda, San Leandro and Emeryville) and the Local Business Area ("LBA"; counties of Contra Costa and Alameda), and of those owned and controlled by socially and economically disadvantaged individuals ("Disadvantaged Business Enterprises" or "DBE's") in accordance with the provisions of 49 CFR Part 23 (the "DBE Requirements").

The Port intends to follow this Concession Policy in soliciting for and awarding Concessions at the Terminal Complex. In addition, to ensure realization of the Port's public service and revenue goals, the Port will impose well-defined performance and operating standards in the agreements it enters into with concessionaires and providers of customer services (collectively, "Concessionaires"), and will require the Concessionaires to provide performance deposits or other contract security and liability insurance in form and amounts to be established by the Port.

In general, the Port will solicit Concessions through a Request for Proposal ("RFP") or Request for Bid ("RFB") process.

The Board reserves the right to amend or terminate this Concession Policy at any time.

---

\* The term "Terminal Complex" shall mean all Concessions in, adjacent to and around all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368 AND XU70) located at the Airport and open to the public for purpose of flight ticket purchase, passenger enplanement and deplanement, including Sterile Areas and adjoining Ramps, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel."



## **II. OVERALL POLICY FOR AWARDING CONCESSION AND CUSTOMER SERVICE PRIVILEGES**

This policy shall be observed by the Port in awarding Concessions at the Terminal Complex.

### **A. PUBLIC NOTICE**

It is the policy of the Port to develop strong public interest in each Concession being solicited by the Port. To this end, the Port will give reasonable public notice in advance of its solicitation of each Concession. Additionally, a program of local outreach will be developed to make local, small, and Disadvantaged Business Enterprises ("DBEs") aware of future Concessions and inform them of the processes to be followed.

### **B. DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the Port that DBEs shall have maximum opportunity to participate in the award of Concession opportunities at the Terminal Complex in accordance with applicable federal law and regulation. To this end, the Port will abide by federal and state nondiscrimination requirements with respect to the award and performance of any Concession at the Terminal Complex, will take all necessary and reasonable steps to foster participation by DBEs in its Concessions and will encourage DBE participation in the submission of Bids or Proposals for all such Concessions.

The Port will include the following statements in all Concession agreements executed with any Concessionaire.

"This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any Concession, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23."

"The Concessionaire agrees to include the above statements in any subsequent Concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

The Port shall implement a DBE concession plan containing the elements listed in applicable federal regulation, including but not limited to 49 C.F.R. §23.21. The Port shall review and update the plan as necessary and submit the plan and each updated plan to the FAA Regional office for approval. Each updated plan shall include any information required by

applicable federal regulation that was not available to the Port when the previous submission to the FAA Regional office was made.

In compliance with federal DBE requirements, the Port will establish an overall triennial goal for the participation of DBE's in Concession opportunities anticipated to be awarded each triennial period consistent with federally approved DBE goal setting processes and shall make good faith efforts to achieve the overall goals. The Port reserves the right to further amend this Concession Policy, if required, in order to comply with any applicable laws or regulations hereafter adopted by the United States Government, its agencies, the State of California, the City of Oakland or the Port.

#### **C. NON-DISCRIMINATION AND SMALL LOCAL BUSINESS UTILIZATION POLICY**

The Port has adopted a Non-Discrimination and Small Local Business Utilization Policy that encourages the participation of local small businesses within a defined LBA and LIA. The award of Concessions shall comply with this Non-Discrimination and Small Business Utilization Policy to the extent practicable.

#### **D. LIVING WAGE POLICY**

The Port's Living Wage Policy (formed from the Port's Living Wage Ordinance and the City of Oakland's Charter Amendment) is applicable to certain Port tenants and contractors, including Concessionaires. This Living Wage Policy and its requirements will be included in RFP/RFB documents and Concession agreements awarded under this Concession Policy.

The Board, from time to time, may require agreements for certain Concessions to assure that there are no labor interruptions to the operation of the Concessions or the Airport.

#### **E. QUALIFICATIONS OF PROSPECTIVE BIDDERS OR PROPOSERS**

In order to have a Bid or Proposal considered by the Port, all Bidders or Proposers of a Concession shall provide the Port with a Bid or Proposal Deposit. The Deposit will serve as a guaranty that the selected Bidder or Proposer will enter into the final agreement with the Port and serve as liquidated damages should the Bidder or Proposer fail to follow through with its offer. The amount of the Deposit will be sufficient to act as a penalty for failure to perform and offset the Port's additional costs, and will vary with the size and value of the Concession that is the subject of the Bid or proposal. Each Bidder or Proposer shall also complete an eligibility form to be supplied by the Port. The eligibility form shall require, as a minimum, the following information:

1. The type of organization submitting the Bid or Proposal (sole proprietorship, partnerships, joint venture, corporation, etc.);



2. Evidence that the Bidder or Proposer is authorized to do business in the State of California;
3. Evidence that the Bidder or Proposer has at least the level of experience in offering a Concession of the type covered by the Bid or Proposal as specified in the RFP/RFB;
4. The names and addresses of all persons having a financial interest in the Concession. If the Bidder or Proposer is a partnership or joint venture, the names and addresses of all general partners or members must be provided. If the Bidder or Proposer is a corporation, the names and addresses of all officers and directors and of all shareholders owning more than 5% of any class of stock must be provided;
5. The names, address, and business background of the person(s) to be employed as manager(s) of the Concession;
6. A pro forma statement of the projected results of operations of this Concession for each of the first two (2) years of operations, identifying the source of funds to cover any deficits shown in such statement, and a current statement showing the assets, liabilities and net worth of the Bidder or Proposer;
7. Evidence setting forth the initial capital requirements of the Concession and providing evidence satisfactory to the Port that such requirements can and will be met; and,
8. Such additional information as may be required in the RFP/RFB documents.

If the Deposit and eligibility form are not submitted by the Bidder or Proposer, or if, in the sole discretion of the Port, the information contained on the eligibility form is incomplete or not responsive or if the Bidder or Proposer does not have the financial capability to provide the required improvements, goods and/or services, the Bid or Proposal may be rejected by the Port.

#### **F. ALTERNATIVE METHOD OF AWARDING CONCESSION AND CUSTOMER SERVICE PRIVILEGES**

There are three ways in which Concessions may be awarded:

1. Competitive bidding to specifications;



2. Competitive proposals based on specifications, followed by negotiations with the selected Proposer(s) to obtain maximum revenue consistent with desired levels of public service; and,
3. Negotiation with a single Concessionaire (a) where services or products are unique, or (b) where services are sole sourced in accordance with state law or regulation, or (c) where services or spaces are set aside and allocated for concession development solely by DBEs.

## **1. Bidding to Specifications**

Bidding to specifications will be used for those Concessions where it is difficult to differentiate type of service, income to be generated, and quality of service or products among several Bidders. In bidding to specifications, the Concession will be awarded to the highest dollar Bidder; provided, however, that if the Port has established a DBE contract goal for the Concession, then that Concession shall be awarded to the highest dollar Bidder which the Port determines has offered a reasonable minimum annual guarantee ("MAG") and which has met or exceeded that contract goal or made a good faith effort to achieve that contract goal. Concessions to be awarded by bidding include: Rental Cars. Other Concession opportunities may be bid or negotiated.

## **2. Competitive Proposals**

Competitive proposals will be used for those Concessions where type of service, volume of business to be generated, quality of services or products, and demonstrated capability and depth of management can be clearly differentiated among several Proposers. The Concession will then be awarded by the Port's comparative evaluation of each proposal with respect to depth of management, demonstrated experience at other locations, financial responsibility, reputation, success in marketing and promoting programs with similar characteristics, concession improvements of facilities proposed, level of capital investment to be made, financial return to the Port, and compliance with the DBE contract goal, if any, established by the Port, as well as any other specific selection criteria set forth in the RFP/RFB with respect to the particular Concession. The final terms of the agreement will be negotiated to produce maximum financial return to the Port consistent with public service requirements.

Privileges to be awarded by competitive proposal include, but are not limited to:

- Advertising and Display
- Food and Beverage
- Retail (News/Gifts/Specialty Retail)

- Duty Free

The Port reserves the right to decide to award one or more of the above-described Concessions by bidding rather than by competitive proposal.

### **3. Negotiations**

Negotiation will be used where services offered are covered by patents, copyrights, trademarks or service marks, are unique or available only from a single supplier, or where services are sole sourced in accordance with state law or regulation. In addition, if only one Concessionaire meets the eligibility requirements established by the Port with respect to the Concession required or desired, the Port may, at its sole discretion, negotiate with that Concessionaire. Conversely, if the Port determines during a negotiation that the Concession being negotiated is available from more than one eligible supplier, then the Concession will be awarded by the bidding or competitive proposal procedure, as appropriate.

Negotiation may also be used where specific Concessions or spaces are set aside and allocated for Concession development solely by DBE's. Further, the terms of such negotiated Concessions will be reasonable, in compliance with the DBE requirements, and provide revenues in an amount which would be acceptable to a reasonably prudent Concessionaire of an airport system comparable to the Airport.

### **4. Negotiations for Renewals or Extensions with an Existing Operator**

It is the policy of the Board that, in general, there will be no extensions or renewals to any Concession agreement. Negotiation with an existing Concessionaire for extension of the term will be used only when, upon anticipated expiration of the full term of the Concession agreement, it is determined by the Board to be in the best interests of the Airport to negotiate a new agreement with the current Concessionaire for continued operation of the given Concession, or, alternately, during any interim period when the Port is accepting Bids or proposals for such Concession. Such negotiation will be initiated only at the option of the Board, and in no instance will such negotiations commence prior to one year before the expiration of the existing Concession agreement.

Subject to the foregoing, there is no restriction regarding successive contracts with the same Concessionaire following a bid or competitive proposal process.

## **G. GENERAL FINANCIAL BASIS FOR PROPOSALS**

In most instances, the financial return to the Port from each Concession will be based on a privilege fee expressed as a percentage of gross receipts (sales) or a payment per enplaned passenger (or total enplaned and deplaned passengers), against a MAG.



The Port will establish the dollar amount of the lowest acceptable MAG and the percentage(s) of gross receipts or payments per passenger. Proposers will then propose the MAG, which must be equal to or in excess of the lowest acceptable MAG established by the Port. In no event will both the percentage(s) and the MAG be bid or proposed since the use of more than one variable makes the evaluation of financial returns impossible.

#### **H. PREPROPOSAL AND PREBID CONFERENCES**

Preproposal and prebid conferences will be held for all Concession opportunities (or group of Concession opportunities).

Prior to the preproposal or prebid conference for each Concession, Port staff shall develop a working draft of the RFP/RFB documents, including specifications and requirements for the Concession and the proposed agreement to be entered into with the Port. Written notice that such RFP/RFB documents will be issued generally through advertising in at least one local newspaper, internet solicitation of interests, industry publications or websites, and by placing a notice on the Port's website. To the extent possible, a list of the names and addresses of all persons or firms to which any RFP/RFB documents have been issued shall be maintained. Subsequent changes or addendums to the RFP/RFB documents shall thereafter be made available electronically to all those on record with the Port as having received RFP/RFB documents and shall be posted on the Port's website. It shall be the Proposer's responsibility to place all contact information on the preproposal and/or prebid conference sign-in roster.

#### **I. LOCAL OUTREACH MEETINGS**

In order to encourage the maximum amount of local participation, including participation by small and DBE businesses, the Port generally will conduct local outreach meetings in advance of issuing RFPs/RFBs. The Local Outreach Meetings will be targeted to local, small and DBE businesses (in accordance with the Port's LIA and LBA policies and in accordance with federal regulations) in order to:

1. Provide information on the nature of the Concession to be awarded;
2. Educate potential Concessionaires on the advantages and disadvantages of doing business at the Airport, including financial, operational, and potential business risks and rewards; and,
3. Provide guidance on the steps necessary to participate in the selection process.

Local Outreach Meetings generally will be conducted in advance of the issuance of RFPs/RFBs that include LIA, LBA, and/or DBE participation goals.

## **J. FORMAL SUBMISSION OF BIDS OR PROPOSALS**

Each Proposer for a Concession will be required to describe its operating plans for the Concession to be awarded and provide any other information considered desirable by the Port as required by the RFP/RFB.

The RFP/RFB may include the following criteria:

1. General Description of Concession(s).
2. Eligibility Requirements.
3. Method of Awarding Concessions.
4. Basis of Award of Concession.
5. Term of Concession agreement.
6. Fees to be paid the Port.
  - a. Percentage of gross receipts (sales) or a payment per enplaned passenger (or total enplaned and deplaned passengers), against a MAG.
  - b. MAG.
  - c. Storage space: All Concessionaires occupying storage space shall pay an identical rate as other Concessionaires for storage space apart from demised or public premises, which rate shall be in accordance with Airport Rates & Charges.
7. Port Improvements, if any.
8. Concessionaire Improvements, if any.

A Concessions Evaluation Committee (the "Committee"), as designated by the Port from time to time, will review and evaluate all Bids and Proposals received by the Port. The Chair of the Committee will be the Director of Aviation, or such other person as may be designated by the Director of Aviation. The Committee may be advised from time to time by other members of the Port staff (including the Port Attorney and staff from the Port's Division of Social Responsibility) and consultants to the Port, as requested by the Committee.

Competitive Proposal Ranking, Evaluation and Negotiation: Regarding competitive proposals, the Committee shall review all Proposals submitted, and rank each of them from



best to worst. Evaluation and selection criteria used by the Committee shall be as set forth in the RFP/RFB and in accordance with Section II. F. 2 of this Policy. The Committee may, in its discretion or in accordance with the terms of the RFP/RFB, require the highest ranked Proposers to make a formal presentation to the Committee. The Committee shall review and evaluate the highest-ranked Proposals, and prepare a recommendation as to which Proposer should receive the award.

The Port may negotiate the precise terms and conditions of the Proposal with the highest ranking Proposer, in accordance with the terms of the RFP/RFB and Section II. F. 2 of this Policy. Such negotiation of specific terms and conditions of the award shall resolve any outstanding details of the Proposal, and not materially affect the business terms contained in the RFPs/RFBs. If the Committee determines that an acceptable agreement cannot be reached with the highest ranked Proposer, the Committee may then terminate negotiations and commence negotiations with the second highest Proposer, and so on, until a mutually-acceptable agreement is reached. In no event shall negotiation with any Proposer continue for a period of more than sixty (60) days without the approval of the Director of Aviation. In any event, the Port reserves the right to reject any or all Proposals and to discontinue negotiations with any individual Proposer at any time.

The Committee then will provide to the Board a recommended contract award with a list of all Bidders or Proposers submitting responsive Bids or Proposals, identifying those which were ranked highest by the Committee, together with its written review and evaluation of the highest-ranked Bids or Proposals, and its recommendation as to which Bidder or Proposer should receive the award. The Board may approve or reject the Committee's recommendation, and will adopt the final ranking of the Bids or Proposals. Evaluation and selection criteria shall be as set forth in the RFP/RFB and in accordance with Section II. F. of this Policy.

## AGENDA REPORT

**Resolution:** Restatement, Affirmation and Update of Policy for Awarding Concession and Customer Service Privileges at the Terminal Complex at Oakland International Airport. **(Aviation)**

**MEETING DATE:** 12/15/2016

**AMOUNT:** \$8.77 Million Budgeted (FY2016-17) Concession Revenue

**PARTIES INVOLVED:** No Specific Companies; eventually, all companies seeking concession and customer service privileges at Oakland International Airport's Terminal Complex

**SUBMITTED BY:** Bryant L. Francis C.M., Director of Aviation

**APPROVED BY:** J. Christopher Lytle, Executive Director

**ACTION TYPE:** Resolution

### **EXECUTIVE SUMMARY**

This action would pass a resolution to restate, affirm and update the Board's existing Policy for Awarding Concession and Customer Service Privileges in and around the Terminal Complex at Oakland International Airport, originally adopted by the Board pursuant to Resolution No. 05079 passed on March 15, 2005.

### **BACKGROUND**

In March 2005, the Board adopted a comprehensive "Policy for Awarding Concession and Customer Service Privileges in the Terminal Buildings at Oakland International Airport" (Resolution No. 05079) (the "2005 Concessions Policy"). The 2005 Concession Policy governs tender and award methodologies for the following types of concession and customer service privileges:

- Advertising and Display
- Food and Beverage
- Public Parking (Management Contract)
- Security Services
- Rental Car Operations
- News/Gifts Specialty Retail
- Duty Free
- Shuttle Buses
- Banking (ATMs)

(collectively, the “Concessions” which are operated by “Concessionaires”) within and adjacent to the terminal buildings at Oakland International Airport (“OAK”).

Most well-managed airports have adopted similar concessions policies. These types of businesses provide the traveling public with the first and last impressions of an airport, as well as the image of the host city. The principal goal of concessions policies is to assure that an airport achieves the highest level of both public service and revenue generation consistent with the desired level of customer experience. In addition, with a well-documented, established concession policy, airports reduce the likelihood that protests from unsuccessful concessionaires will prevail in any protests, thereby delaying the award and implementation of new concessions opportunities.

As adopted, Port staff strictly follow the 2005 Concession Policy to prepare bid and proposal documents in a standardized form, conduct tender requests in a consistent manner, and recommend to management and the Board, the award of agreements to Concessionaires that offer the best overall financial return to the Port, while also providing the traveling public with value-added, outstanding Concessions.

In addition, the 2005 Concessions Policy incorporates the Port’s adopted labor policies including:

- Non-Discrimination and Small Local Business Utilization Policy which encourages the participation of local business concerns within the Local Impact Area (cities of Oakland, Alameda, San Leandro and Emeryville) and within the Local Business Area (counties of Alameda and Contra Costa);
- Encouraging the participation of businesses owned and controlled by socially and economically disadvantaged individuals (“Airport Concession Disadvantaged Business Enterprises” aka “ACDBEs”) in accordance with the provisions of 49 CFR Part 23 (the “ACDBE Requirements”);
- Living Wage and Labor Standards Policy; and,
- Labor Peace Agreement Policy.

The Federal Aviation Administration (“FAA”) periodically reviews its ACDBE Requirements; the 2005 Concessions Policy is subject to amendment to comply with any changes required by the FAA’s revisions to its ACDBE Requirements and for the Port to remain in compliance with its FAA Grant Assurances.

The 2005 Concessions Policy sets forth procedures for:

1. Reasonable public notice and outreach.
2. Adherence to various labor policies as outlined above.
3. Minimum Qualifications:
  - A. Submission of a Bid or Proposal Deposit or Bond: Provides assurance that the selected bidder or proposer will enter into a final agreement with the Port and requires liquidated damages in the event the bidder/proposer fails to execute an agreement with the Port; and,



- B. Completion of Eligibility Form: Requires the submission of information on type and qualifications of bidding/proposing business, evidence of sufficient level of experience and ability to make required capital investment.

4. Method of Award:

- A. Competitive Bidding to Specifications: Award based on highest dollar value to Port.
- B. Competitive Proposals Based on Specifications: Award based on comparative evaluation.
- C. Negotiation with a Single Concessionaire: To be used when products or services are unique or no qualified competitor exists.

5. Award Process:

- A. Establishment of Evaluation Committee: Reviews proposals against pre-established criteria.
- B. Competitive Proposal Ranking:
  - i. Based on scores during evaluation;
  - ii. Negotiations begin with highest-ranked proposer; and,
  - iii. If negotiations not concluded in a reasonable time, negotiations will be terminated with the first ranked proposer and will begin with the next ranked proposer.

Generally, the 2005 Concessions Policy has worked well over the past decade; virtually all revenue-generating Concessions now operating at OAK went through the selection process:

<b>Tenant Name</b>	<b>Type of Business</b>	<b>Operating Unit(s)</b>
Andale	Food & Beverage	Andale
Clear Channel Airports	In-Terminal Advertising	Clear Channel
Financial Institutions	Automatic Teller Machines	Bank of America, Bay ATM, Wells Fargo
Gotham Foods Two LLC	Food & Beverage	Firewood Café
Host International	Food & Beverage	Auntie Anne's, Burger King*, Chili's Too, CPK ASAP, Eight Bar, Fenton's, Gordon Biersch, Heinholds, Jamba Juice*, Max's, Pyramid Tap Room, Silver Dragon*, Starbucks, Subway*, and Training Grounds*
Jaroth Inc.	Public Pay Telephones	Pacific Telemanagement Services
MAG USA Lounge	Common Use Lounge	Escape Lounge
New Zoom	Automated Specialty Retail	Benefit, Best Buy
Security Point Media, LLC	Customer Service	Security Checkpoint Customer Experience Enhancement Program
SouveNEAR, LLC dba	Automated Specialty Retail	SouveNEAR

<b>Tenant Name</b>	<b>Type of Business</b>	<b>Operating Unit(s)</b>
Taste, Inc.	Retail	Vino Volo
Tricopian	Automated Specialty Retail	Fuel Rod
World Duty Free Group	Retail	Bayfront News, InMotion, Lake Merritt News, Oakland Marketplace, Oakland Tribune News, See's Candies, Sports Scene, Sunglass Icon

\*Units are operated on a sublease basis.

## **ANALYSIS**

After 11+ years, staff is recommending the 2005 Concessions Policy be restated, affirmed and updated to reflect current requirements, defined terms and business practice.

The proposed "2016 Concessions Policy" attached to this Agenda Report will be incorporated into the solicitation materials for important and valuable concessions opportunities anticipated to be released in CY2017; specifically:

- ✈ Rental Car Operators
- ✈ In-Terminal Advertising
- ✈ Food & Beverage

All other future OAK Concessions opportunities will be subject to the 2016 Concessions Policy.

Staff believes it important for the Board to restate and affirm its policy that:

- Requests for Proposals ("RFP") and Request for Bid ("RFB") solicitations are prepared in a standardized form;
- RFP and RFB solicitation and tender requests are conducted in a consistent manner;
- Evaluation processes and recommendation of award of agreements to Concessionaires are fair and transparent; and,
- The awarded Concession(s) offer the best overall financial return to the Port, while also providing the traveling public with value-added, outstanding Concessions.

Alternatively, the existing 2005 Concessions Policy can remain in force, in its current format.

Staff is recommending the following limited updates be incorporated into the 2016 Concessions Policy:

Terminal Complex be substituted for Terminal Buildings. The term "Terminal Complex" is defined and used in other OAK documents, and for consistency, should be incorporated. The specific definition will be: "Terminal Complex shall mean all Concessions in, adjacent to and around all buildings and structures (including but not limited to Buildings M101, M102, M103, M104, M114, M130, M152, M157, M158, M363, M367, M368 AND XU70) located at the Airport and open to the public for purpose of flight ticket purchase, passenger enplanement and deplanement, including

Sterile Areas and adjoining Ramps, public lobby waiting, baggage check-in and pick up, and those other services related to public passenger air travel.”

Revenue-Generating Concessions: As noted in the BACKGROUND Section, the 2005 Concessions Policy covers both revenue-generating Concessions (advertising, food & beverage, retail and duty free) and service contracts which are a cost/expense to the Port (public parking management contract, shuttle buses and security services). As proposed, the 2016 Concessions Policy is limited to revenue-generating Concessions. The service contracts (public parking management contract, shuttle buses and security services) are already covered under Ordinance No. 4321 – Purchasing Authorities and Procedures\* – which has been adopted by the Board to cover the Executive Director’s authority (and the Port Attorney’s authority for legal services) to make purchases of materials and services and the limitations and procedural requirements, including requirements for competitive bidding and proposals, for the exercise of that authority. In addition, removing Airport services contracts (such as public parking management contract and shuttle buses) from the 2016 Concessions Policy does not mean that they are no longer considered “concessions” under the FAA’s ACDBE program.

General Document Clean-Up of the prior 2005 Concessions Policy for consistency and accuracy.

## **BUDGET & STAFFING**

There are no direct budget or staffing impacts should this proposed 2016 Concessions Policy be adopted by the Board.

## **MARITIME AVIATION PROJECT LABOR AGREEMENT (MAPLA)**

The matters included in this Agenda Report do not fall within the scope of the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) and the provisions of the MAPLA do not apply.

## **STRATEGIC PLAN**

The action described herein would help the Port achieve the following goals and objectives in the Port’s Strategic Plan:

(<http://www.portofoakland.com/pdf/about/strategicPlan2011-2015.pdf>)

### **Goal A: Create Sustainable Economic Growth for the Port and Beyond**

- Goal A: Objective 1: Maximize the use of existing assets.
- Goal A: Objective 3: Increase revenue, job creation and small business growth.
- Goal A: Objective 4: Pursue strategic partnerships at all levels: local, regional, national and international.

---

\*Ordinance Establishing Conditions and Procedures for Bidding, Contracting and Purchasing, and Amending and Restating Ordinance 1606, as Amended and Adopting by Reference Chapter 2.12 of the Oakland Municipal and Planning Code; adopted January 29, 2015.

## **Goal B: Maintain and Aggressively Grow Core Businesses**

- Goal B: Objective 2: Market strategically and aggressively to attract new customers and tenants.
- Goal B: Objective 5: Enhance customer services (i.e., market intelligence, technical knowledge, strategic advice and problem solving).

## **LIVING WAGE**

Living wage requirements, in accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), do not apply because the requested action is not an agreement, contract, lease, or request to provide financial assistance within the meaning of the Living Wage Regulations.

## **ENVIRONMENTAL**

The proposed adoption of a policy for awarding concession and customer service privileges is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060. The policy is not a project as defined by CEQA Guidelines Section 15378. It will not result in a direct or reasonably foreseeable indirect physical change in the environment and it can be seen with certainty that there is no possibility that the activity may result in a significant effect on the environment.

## **GENERAL PLAN**

This action does not change the use of any existing facility, make alterations to an existing facility, or create a new facility; therefore, a General Plan conformity determination pursuant to Section 727 of the City of Oakland Charter is not required.

## **OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)/ PROFESSIONAL LIABILITY INSURANCE PROGRAM (PLIP)**

The Owner Controlled Insurance Program (OCIP) and Professional Liability Insurance Program (PLIP) do not apply to the matters addressed by this Agenda Report as they are not capital improvement construction or design projects.

## **OPTIONS**

1. The Board can pass a resolution to restate, affirm and update the Board's existing Policy for Awarding Concession and Customer Service Privileges at the Terminal Complex at Oakland International Airport, originally adopted by the Board pursuant to Resolution No. 05079 passed on March 15, 2005 (the "2005 Concessions Policy"), as outlined above and as defined in the attached 2016 Concessions Policy. This is staff's recommended action.
2. The Board can modify elements of the existing 2005 Concessions Policy and/or adopt different guidelines and procedures to follow, with similar benefits as Option 1.

3. The Board can rescind the 2005 Concessions Policy and direct staff to (i) extend the term of existing concession and customer service privilege contracts without going through a competitive process, and/or (ii) proceed with the issuance of RFPs and RFBs where appropriate for award of concession and customer service privileges in the absence of specific policies and guidelines. Such action may result in a higher instance of unchosen and disappointed proposers filing successful protests and charges of favoritism or bias in the Port's awarding of concessions contracts. Such action could expose the Port to (iii) delays in implementing awarded concession and customer service privileges, and (iv) significant monetary expense and damages. This is not the recommended action.

### **RECOMMENDATION**

It is recommended that the Board pass a resolution to restate, affirm and update the Board's existing Policy for Awarding Concession and Customer Service Privileges at the Terminal Complex at Oakland International Airport, originally adopted by the Board pursuant to Resolution No. 05079 passed on March 15, 2005, as outlined above and as defined in the attached 2016 Concessions Policy, subject to the review and approval as to form by the Port Attorney.

**Exhibit "M"**

**SMALL BUSINESS**

**SELF-CERTIFICATION FORM**

**FOR 2018 FOOD AND BEVERAGE CONCESSION OPPORTUNITY**

For the purposes of the Oakland International Airport food and beverage concession opportunity, I hereby certify in good faith that the following business meets the definition of "Small Business."

"Small Business" is defined as a firm with not more than \$15 million average annual gross receipts operating a food and beverage operating in the preceding three years (not more than \$45 million total over the three-year time frame).

Legal Name of Entity: \_\_\_\_\_

Contact Person (Name and Title): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**I hereby certify, under penalty of perjury, that the above information is true and correct. The undersigned agrees that, upon request of the Port of Oakland, the undersigned will provide back-up documentation (i.e. tax returns and financial statements) to support the information in this Small Business Self-Certification Form. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded.**

\_\_\_\_\_

**Signature of person authorized to sign on  
behalf of legal entity**

**Name:** \_\_\_\_\_

**Name of Business:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit “N”**  
**Airport Concession Disadvantaged Business Enterprise Program**  
**And**  
**Small Business Enterprise Race- and Gender-Neutral Clause**

**SECTION I – SUBMITTAL REQUIREMENTS**

Outreach effort Attachments ACDBE-A and ACDBE-B and SBE-A and SBE-B along with required supporting documentation for Attachments ACDBE-A and SBE-A are due with the Proposal Response.

- A. Attachment ACDBE-A and SBE-A.** Each Respondent shall complete and submit Attachment ACDBE-A and SBE-A documenting its diligent, responsible Outreach Efforts to ACDBEs and SBEs.
1. Each Respondent shall list in Attachment ACDBE–A and SBE-A all ACDBEs and SBEs contacted by Respondent in preparing its Response. Each Respondent shall also provide the following minimum information to document its Outreach Efforts. The Contract Compliance Officer will consider this information to determine whether the Respondent has demonstrated the required Outreach Efforts:
    - a. Each business full legal name and contact information;
    - b. Business status (ACDBE, SBE or other);
    - c. Scope of work solicited (brief description, percentage of contract value);
    - d. Solicitation method (personal contact, telephone, fax, e-mail, other);
    - e. Selection process and outcome; and
    - f. Communication of selection outcome to each participant. \*

*\*Respondent shall provide supporting documentation that shows Respondent has communicated its final selection decisions and outcomes to all ACDBEs and SBEs.*

2. Each Respondent shall complete Attachment ACDBE-A and SBE-A in accordance with the following instructions.
  - a. Each Respondent shall actively contact ACDBEs and SBEs for each scope of work or business opportunity selected for Outreach Efforts (Columns A and C).

Respondents contact with ACDBEs and SBEs should occur well before the Response deadline to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in this opportunity.
  - b. Respondent shall ask each firm to indicate the number of its employees (Column A).
  - c. Indicate business status (Column B).

- d. Indicate scope and amount of work solicited (Column D).
- e. For each ACDBE's and SBE's annual gross receipts, Respondent shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., \$500,000 - \$1 million; \$1 - 5 million; \$5 - 10 million; etc.) rather than requesting an exact figure from the firm (Column A).
- f. Indicate whether ACDBE or SBE was selected to participate in this effort, and whether an exclusivity was entered with informed consent with ACDBE and or SBE (Column E).
- g. Explain why the firm was selected or not selected as a proposed participant and how it was communicated (Column F).

**B. Attachment ACDBE-A and SBE-A Supporting Documentation.** Each Respondent shall complete and submit supporting documentation of its Outreach Efforts related to Attachment ACDBE-A and SBE-A.

- 1. Respondent shall submit with Attachment ACDBE-A and SBE-A all supporting documentation of Respondent's contacts with ACDBEs or SBEs for each scope of work or business opportunity selected for Outreach Efforts.
- 2. This documentation must include: (1) descriptions of scopes of work and business opportunities identified for ACDBE and SBEs participation (2) a copy of the actual solicitation sent to interested ACDBEs and SBEs. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce and/or other organizations, and (3) an informed consent of exclusivity with the ACDBE and or SBE if applicable.

Respondent shall submit documentation that establishes how Respondent communicated its selection decisions and outcomes to each ACDBE and SBE *not* selected for this opportunity. This documentation may be in the form of a letter, e-mail, fax, or a telephone log and must show the name of the person contacted and date.

- 3. For all of the above documentation, if Respondent uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Respondent must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Respondent shall document the date and time of the call and the names of the respective persons representing Respondent and the ACDBE and SBE.

**C. Attachment ACDBE-B and SBE-B.** Respondent shall sign and submit both Attachment ACDBE-B and SBE-B, which commits Respondent to the Port as follows:

- 1. The firms indicated as "selected" in Attachment ACDBE-A and SBE-A will participate in this opportunity;

2. The Respondent will comply with the Race- and Gender-Neutral post-award requirements as stated in Section I above;
3. Any and all changes or substitutions will be authorized by the Contract Compliance Officer before implementation; and
4. The proposed total ACDBE and SBE participation percentage and dollar is true and correct.

Respondent shall ensure that the percentages proposed for ACDBEs and SBEs participation on the respective Attachments ACDBE-B and SBE-B equal the total percentage proposed.

## **SECTION II - REQUIRED OUTREACH EFFORTS**

The Port has implemented outreach requirements for this opportunity. Specifically, each Respondent shall:

- (A) Identify **ACDBE** participation opportunities;
  - (1) actively solicit proposals from ACDBE businesses; (2) evaluate ACDBE proposals; and (3) communicate selection decisions to ACDBE businesses, including each decision associated with an ACDBE business proposal by completing Section I, Parts A, B and C above.

***The provision of ACDBE information as under a race- and gender-neutral program is for informational purposes and will not disqualify Respondent from further consideration.***

- (B) Identify **SBE** participation opportunities; (1) actively solicit proposals from SBE businesses; (2) evaluate SBE proposals; and (3) communicate selection decisions to SBE businesses.

***If a Respondent fails to conduct these outreach efforts to SBEs in Section I, Parts A, B and C above, the Port may determine that the Respondent's proposal is nonresponsive. A determination of nonresponsiveness disqualifies Respondent from further consideration for the contract award.***

## **SECTION III - RECORDS & REPORTING REQUIREMENTS**

- A. **ACDBE Records.** During performance of the contract, the Successful Respondent shall keep all records necessary to document ACDBE and SBE participation. The Successful Respondent shall provide the ACDBE records to the Port within 30 days of each calendar quarter end, and a final summation at the completion of the contract. The Port will prescribe the form, manner, and content of reports.
- B. **SBE Records.** The Successful Respondent shall provide SBE records within 14 calendar days of the Port's request. SBE participation will be provided with 14 calendar days of the Port's request.

The required records shall include:

1. Contract term;
2. A complete listing of all Subcontractors and suppliers on the project;

3. Subcontractor and supplier contact information;
  4. Each Subcontractor's and supplier's scope performed and associated period;
  5. The dollar value of all subcontracting work, services, and procurement associated periods;
  6. Copies of all executed subcontracts, purchase orders, and invoices; and
  7. Copies of all payment documentation.
- C. ACDBE Reports.** The Successful Respondent will be required to track and report all ACDBE participation that occurs as a result of a contract, procurements, purchase orders, subtenancies, JV, goods/services or other arrangements involving sub-tier participation. Such documentation is to be provided on forms to be provided by SRD within 30 calendar days of each calendar quarter ending.
- D. SBE Reports.** SBE participation will be provided within 14 calendar days of the Port's request.
- E. JVs.** In instances where ACDBE or SBE participation occurs as the result of a JV arrangement with a Respondent, the Successful Respondent is required to complete JV documentation, and cooperate and participate in a review of the utilization of the JV participants at least once a year. The review will determine the percentage of participation that will be counted for ACDBE and SBE and the participation of ACDBEs to be reported to the Federal Aviation Administration each year of the contract.

#### **SECTION IV - POST-AWARD REQUIREMENTS**

- A. Subcontracting Commitment.** Promptly after contract award, the Successful Respondent shall submit to Port copies of all executed contracts, purchase orders, subtenancies, JV agreements, and other arrangements formalizing agreements between Successful Respondent and any ACDBE and SBE.

The Successful Respondent shall not terminate any ACDBE or SBE Subcontracts, and the Successful Respondent shall not alter the scope of work or reduce the Subcontract amount, without the Contract Compliance Officer's prior written approval. Any request to alter an ACDBE or SBE or Subcontract must be submitted in writing to the Contract Compliance Officer before any change is made. If the Successful Respondent fails to do so, the Port may declare the Successful Respondent in breach of the contract.

- B. Post-Award Relief from ACDBE and SBE Requirements.** After contract award, the Port will not grant relief from the proposed ACDBE and SBE utilization except in extraordinary circumstances. The Successful Respondent's request to modify ACDBE and SBE participation must be in writing to the Contract Compliance Officer, who has final discretion and authority to determine if the request should be granted.

The Successful Respondent's waiver request must contain the amount of relief being sought, evidence demonstrating why the relief is necessary, and any additional relevant information the Contract Compliance Officer should consider. The Successful Respondent shall include with the request all documentation of its attempts to subcontract with the ACDBEs or SBEs and any other action taken to locate and solicit a replacement in kind ACDBE or SBE.

If an approved ACDBE or SBE allows its ACDBE or SBE status to expire or it's ACDBE or SBE certification is removed during the course of the subcontract, the Port will consider all work performed by the ACDBE and SBE under the original contract to count as ACDBE or SBE participation. No increased scopes of work negotiated after expiration or revocation of the ACDBE's or SBEs certification may be counted. Likewise, any work performed under a contract extension granted by the Port may not be counted as ACDBE or SBE participation.

- C. **Substitutions.** If an ACDBE or SBE was approved by the Port, but the firm subsequently loses its ACDBE or SBE status before execution of a contract, the Contract Compliance Officer will consider whether or not the Successful Respondent has exercised diligent and good-faith efforts to find another ACDBE or SBE as a replacement. The Successful Respondent shall notify the Aviation Manager and Contract Compliance Officer in writing of the necessity to substitute an ACDBE or SBE and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of an ACDBE or SBE may not occur before written approval has been obtained.

### **ACDBE OUTREACH – Attachment A**

Respondent must conduct outreach efforts and submit documentation of those outreach efforts as described in Sections I and II of the ACDBE and SBE Program Race- and Gender-Neutral Clause. Detailed instructions for this form are included in Section I of the clause. Supporting documentation is required for columns D and F. Respondents should make additional copies of this form as needed.

Respondent Name:	
<b>A. BUSINESS CONTACT INFORMATION</b>	
Contact:	Number of Years in Business:
Company:	Number of Employees:
Address:	Range of Annual Gross Receipts:
City, State:	<input type="checkbox"/> \$500,000- \$1,000,000
Zip Code:	<input type="checkbox"/> \$1,000,000- \$5,000,000
Telephone:	<input type="checkbox"/> \$5,000,000- \$10,000,000
Email:	<input type="checkbox"/> \$10,000,000- \$15,000,000
	<input type="checkbox"/> Other \$ _____
<b>B. BUSINESS STATUS</b>	
<b>C. SOLICITATION METHOD</b>	
<input type="checkbox"/> ACDBE/DBE	<input type="checkbox"/> Newspapers or Websites
<input type="checkbox"/> DBE	<input type="checkbox"/> Trade and/or Professional Listing
<input type="checkbox"/> Other	<input type="checkbox"/> Business Outreach Events
	<input type="checkbox"/> Email Blast
	<input type="checkbox"/> Other _____
<b>D. SCOPE OF WORK SOLICITED</b>	
<b>E. BUSINESS DECISION</b>	
Estimated percentage of total contract value:  % _____	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Is there exclusivity? Circle one : YES NO <input type="checkbox"/> Firm has accepted exclusivity
Estimated dollars of total contract value:  \$ _____	<input type="checkbox"/> Firm was not selected <input type="checkbox"/> Firm does not accept exclusivity <input type="checkbox"/> Other; please explain:  
<b>F. EXPLAIN HOW THE DECISION WAS COMMUNICATED</b>	
Date:	
Method of Communication:	



**ATTACHMENT ACDBE-B**  
**ACDBE Business Utilization Commitment**

On behalf of the Respondent, I certify under the penalty of perjury that the information submitted herein is true and correct:

- 1) The firms indicated as "selected" in **Attachment ACDBE-A, Outreach Efforts**, will participate in this contract;
- 2) The Successful Respondent will comply with the Race- and Gender-Neutral post- award requirements as stated in Sections I and II of the ACDBE and SBE Clause;
- 3) I understand and agree that any and all changes or substitutions must be authorized by the Contract Compliance Officer prior to implementation; and
- 4) The following statements are true and correct:

The proposed participation of ACDBE as Partners on this contract will be:

\_\_\_\_\_ %

**or**

\_\_\_\_\_ \$

The proposed participation of ACDBE firms as management contracts and suppliers of goods and services:

\_\_\_\_\_ %

**or**

\_\_\_\_\_ \$

Signed By: \_\_\_\_\_

(Signature

Title: \_\_\_\_\_

Name of \_\_\_\_\_

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

Date: \_\_\_\_\_

### **SBE OUTREACH – ATTACHMENT A**

Respondent must conduct outreach efforts and submit documentation of those outreach efforts as described in Sections I and II of the ACDBE and SBE Program Race- and Gender-Neutral Clause. Detailed instructions for this form are included in Section I of the clause. Supporting documentation is required for columns D and F. Respondents should make additional copies of this form as needed.

Respondent Name:	
<b>A. BUSINESS CONTACT INFORMATION</b>	
Contact:	Number of Years in Business:
Company:	Number of Employees:
Address:	Range of Annual Gross Receipts:
City, State:	<input type="checkbox"/> \$500,000- \$1,000,000
Zip Code:	<input type="checkbox"/> \$1,000,000- \$5,000,000
Telephone:	<input type="checkbox"/> \$5,000,000- \$10,000,000
Email:	<input type="checkbox"/> \$10,000,000- \$15,000,000
	<input type="checkbox"/> Other \$ _____
<b>B. BUSINESS STATUS</b>	<b>C. SOLICITATION METHOD</b>
<input type="checkbox"/> SBE- Small Business Enterprise by Self-Certification Form	<input type="checkbox"/> Newspapers or Websites
<input type="checkbox"/> SBE- Port of Oakland	<input type="checkbox"/> Trade and/or Professional Listing
<input type="checkbox"/> SBE- California Department of General Services Certified	<input type="checkbox"/> Business Outreach Events
<input type="checkbox"/> ACDBE/DBE	<input type="checkbox"/> Email Blast
<input type="checkbox"/> Other	<input type="checkbox"/> Other
<b>D. SCOPE OF WORK SOLICITED</b>	<b>E. BUSINESS DECISION</b>
Estimated percentage of total contract value:	<input type="checkbox"/> Firm was selected
% _____	<input type="checkbox"/> Is there exclusivity? Circle one : YES NO
Estimated dollars of total contract value:	<input type="checkbox"/> Firm accepted exclusivity
\$ _____	<input type="checkbox"/> Firm does not accept exclusivity
	<input type="checkbox"/> Firm was not selected
	<input type="checkbox"/> Firms does not accept exclusivity
	<input type="checkbox"/> Other; please explain:
<b>F. EXPLAIN HOW THE DECISION WAS COMMUNICATED</b>	
Date:	
Method of Communication:	
_____	
_____	

**ATTACHMENT SBE-B**  
**Small Business Utilization Commitment**

On behalf of the Respondent, I certify under the penalty of perjury that the information submitted herein is true and correct:

- 1) The firms indicated as "selected" in **Attachment SBE-A, Outreach Efforts**, will participate in this contract;
- 2) The Successful Respondent will comply with the Race- and Gender-Neutral post- award requirements as stated in Sections I and II of the ACDBE and SBE Clause;
- 3) I understand and agree that any and all changes or substitutions must be authorized by the Contract Compliance Officer prior to implementation; and
- 4) The following statements are true and correct:

The proposed participation of SBE as Partners on this contract will be:

\_\_\_\_\_%

**Or**

\_\_\_\_\_\$

The proposed participation SBE firms as management contracts and suppliers of goods and services:

\_\_\_\_\_%

**Or**

\_\_\_\_\_\$

Signed By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Name of \_\_\_\_\_

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

Date: \_\_\_\_\_

## **APPENDIX A – DEFINITIONS and FEDERAL**

### **REQUIREMENTS DEFINITIONS**

The following definitions shall apply to this Exhibit, Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Small Business Enterprise (SBE) Race- and Gender-Neutral Clause:

**Airport Concession Disadvantaged Business Enterprise (ACDBE)** means a firm that has been granted ACDBE certification status by the California Unified Certification Program pursuant to the criteria contained in 49 Code of Federal Regulations (CFR) Parts 23 and 26.

**California Unified Certification Program (CUCP)** is a consortium of government agencies organized to provide reciprocal ACDBE and DBE certification within California pursuant to 49 CFR Part 26. The official ACDBE and DBE database containing eligible ACDBE and DBE firms certified by CUCP can be accessed at: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

**Commercially Useful Function** means that an ACDBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The ACDBE shall perform or exercise responsibility for at least 30% of the total cost of the contract with its own work force. If the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the ACDBE is presumed not to be performing a Commercially Useful Function.

**Concession** means a business that primarily serves the public on an airport. This includes direct sales or services, management contracts, advertising contracts and goods and services providers.

**Contract** is a written agreement between any of the following parties: Respondent and JV Partner, sublessee, subcontractor or a Goods and Services Provider.

**Contract Compliance Officer** means a Port employee responsible for compliance with this Clause.

**DBE** stands for Disadvantaged Business Enterprise. In this context, DBE means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by a CUCP member pursuant to the criteria contained in 49 CFR Part 26. **\*Please note that DBE participation is not counted toward the ACDBE goal.**

**Goods and Services Providers** are firms that provide goods and services that represent a Commercially Useful Function directly to airport concessionaires as an ACDBE or Small Business.

**Joint Venture (JV)** means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. For purposes of this Clause, one participant in the JV arrangement must be a certified ACDBE by a CUCP member. The JV is limited in scope and duration to this contract. The resources, asset and labor of the participants must be combined in an effort to accrue profit.

**Outreach Efforts** means the diligent and responsible efforts demonstrated by a Respondent to solicit participation from interested and qualified ACDBEs and other Small Businesses. Respondent shall: identify and document potential business opportunities for ACDBEs and other Small Businesses; describe what efforts were undertaken to solicit ACDBE and Small Business participation; disclose results of negotiations with ACDBE and Small Businesses; and communicate and record Respondent's selection decisions relating to ACDBE and Small Business participants.

**Port** means the Port of Oakland.

**Request for Proposal (RFP)** is a solicitation issued by the Port.

**Respondent** means an individual, partnership, JV, corporation or firm that submits a Response to the Port to perform services requested by the RFP.

**Response** is a written proposal to the Port prepared by a Respondent to perform services.

**Race- and Gender-Neutral (RGN) Measures** means a measure or program that is, or can be, used to assist all Small Businesses regardless of race and or gender.

**Small Business** means, with respect to firms seeking to participate as ACDBEs or DBEs in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and U. S. Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 23.33. "Small Business" and "Small Business Enterprise" are used interchangeably in this Clause.

**Small Business Enterprise** means, with respect to firms seeking to participate as SBEs in independent units set aside specifically for SBEs, a certified firm with a not to exceed \$15 million gross receipts average in the preceding three (3) years. "Small Business" and "Small Business Enterprise" are used interchangeably in this Clause.

**Social Responsibility Division (SRD)** means the Social Responsibility Division for the Port of Oakland.

**Space/Use Permit** is a written agreement for a direct concession opportunity with the Port.

**Subcontractor** means an individual, partnership, JV, corporation or firm that holds a contract at any tier, including a vendor under a purchase order.

**Subtenancies** is an agreement between the Respondent and another entity or entities [subtenant(s)].

**Successful Respondent** means an individual, corporation, firm or JV that has been selected by the Port of Oakland to perform services requested by a RFP.

## FEDERAL REQUIREMENTS

- A. **Applicable Federal Regulations.** This Clause is subject to ACDBE requirements issued by USDOT in 49 CFR Parts 23 and 26. Despite the lack of a race- and gender-conscious ACDBE participation goal for this Clause, the Port must track and report ACDBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving an ACDBE. For this reason, the Successful Respondent shall provide all relevant information to enable the required reporting.
- B. **ACDBE Participation.** For this solicitation, the Port has *not* established a race- or gender- conscious ACDBE participation goal. The Port extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Port uses race- and gender-neutral measures to facilitate participation by ACDBE and Small Businesses. The Port encourages each Respondent to voluntarily subcontract or joint venture with ACDBEs and Small Businesses to perform part of the work a Commercially Useful Function that Respondent might otherwise perform with its own forces.
- C. **Counting ACDBE Participation.** The Port will count ACDBE participation as authorized by federal regulations.
- D. **ACDBE Certification.** *Only* firms (1) certified by the CUCP, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine ACDBE participation. This ACDBE determination affects the Port's tracking and reporting obligations to USDOT, FAA.
- E. **Civil Rights Assurances.** As a recipient of USDOT funding, the Port has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Space/Use Permit signed by the Port and the Successful Respondent, and each Subcontract signed by the Successful Respondent and a Subcontractor, must include the following assurance:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 23 in the award and administration of USDOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port of Oakland deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, the Successful Respondent is the "contractor."