



**R A F C
R E G I O N A L
A D M I N I S T R A T I V E
F A C I L I T Y
C O R P O R A T I O N**

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OAKLAND, CA
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October 30, 2013

**REQUEST FOR PROPOSAL (RFP)
Armed and Unarmed Security Guard Services**

NOTICE IS HEREBY GIVEN that the Regional Administrative Facility Corporation (RAFC) invites your firm to submit a proposal for Armed and Unarmed Security Guard Services.

Metropolitan
Transportation
Commission
Steve Heminger
President

Association of
Bay Area Governments
Ezra Rapport
Vice-President

San Francisco
Bay Area Rapid Transit
District
Grace Crumican
Secretary-Treasurer

San Francisco
Bay Area Rapid Transit
District
Jeff Ordway
Assistant
Secretary-Treasurer

The Request for Proposal (RFP) documents for this project are available for download on the RAFC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and four (4) copies, as well as one electronic PDF version, of their proposal by **4 p.m., Monday, December 2, 2013** in accordance with the instructions contained in the RFP. Other key RFP dates are listed in Section V, Contractor Selection Timetable.

RAFC Point of Contact
Robert Hoffman, Project Manager
RAFC
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Tel: 510/ 817-5723
E-mail: rhoffman@mtc.ca.gov

Thank you for your interest.

Sincerely,


Steve Heminger
President

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I.

I. RAFC AND PROJECT DESCRIPTION

A. Description of RAFC

The Regional Administrative Facility Corporation (RAFC) is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 101 8th Street in Oakland, CA. The MetroCenter is occupied by its three owner-members: Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments (ABAG) a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District (BART) a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.* There are approximately 400 people in office positions at the Metrocenter. MTC and ABAG employees work during normal business hours Monday through Friday. BART, due to the nature of its business, has employees working in the building 24 hours per day, seven days per week.

The MetroCenter began security guard service as a deterrent to vagrant persons sleeping in and around the building as well as having a responsible party to secure the building after working hours. Employee parking lot patrols were added in 1992, and a daytime officer has been in place since 1994. During the darker winter evening hours before 7:00 p.m., security officers are often requested to escort employees to and from the employee parking lot located 2 blocks away.

B. Project Description

The Contractor will provide security guards at the MetroCenter and Agency parking lot located two blocks away at 6th and Madison Streets in Oakland, CA. Contractor will, at the request of the RAFC Project Manager, provide armed or unarmed security personnel for special events, evening and weekend services located at the MetroCenter. The Contractor may also be requested by RAFC to provide security services at Agency meetings within the nine-county Bay Area. See *Appendix A, Scope of Work*, for a complete list of required tasks.

II. PROPOSER MINIMUM QUALIFICATIONS

In order to be eligible to submit a proposal, a proposer must demonstrate to RAFC's satisfaction that the proposer:

- Has been regularly engaged in the business of providing security guard services for at least ten (10) years.
- Possesses current and active license(s) for provision of armed and unarmed security and patrol services, as applicable.

- All security guards assigned to work at the MetroCenter shall have current Cardiopulmonary Resuscitation (CPR), Automatic External Defibrillator (AED), first aid certifications, and training in facility lockdown and evacuation procedures.
- Has performed successfully, in the last five (5) years, at least three (3) contracts as an armed and unarmed security and patrol service provider, with contract amounts in excess of \$100,000 each and similar in nature to the work scope as outlined in Appendix A.
- Has the ability to provide security personnel within thirty (30) minutes in event of an emergency (i.e., responding to an alarm, broken window, unlocked door, etc.) 24 hours per day, 7 days per week.

Other Qualifications:

In addition to the qualifications and experience of the contractor, the Contractor must be able to:

- Perform the duties as outlined in Appendix A.
- Politely greet employees, Commissioners, Board members and guests of the MetroCenter.
- Effectively escort unauthorized persons off the premises.
- Communicate problems, observations and suggestions clearly to the RAFC Project Manager and/or BART Central, BART Police or Oakland police, as appropriate. Follow written procedures and oral instructions.
- Has sufficient staff to provide armed and unarmed security personnel for special events located within the nine county Bay Area on an as needed basis.
- Has sufficient staffing to guarantee back-up coverage for the assigned security officers (a minimum of ten (10) employees on the firm's payroll is required).
- Provide staff that can communicate effectively orally and in writing.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The scope of work for the project is included in this RFP as *Appendix A*.

B. Period of Performance

RAFC expects the work to commence on or about January 1, 2014 and to be completed no later than June 30, 2014 and at RAFC's sole option, the contract may be extended for four (4) additional years for work related to the *Appendix A, Scope of Work*.

C. Budget

While a firm budget has not been established for this project, proposers should note that, for the fiscal year 2013- 2014, RAFC budgeted approximately one hundred eight thousand dollars (\$108,000) for security guard services. Additional funding may be available in future Fiscal Years (FY) subject to approval of future RAFC budgets.

IV. MANDATORY PROPOSERS' CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Mandatory Proposers' Conference will be held at 2:00 p.m. on Tuesday, November 19, 2013 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the 3rd floor Fishbowl Conference Room. Firms not in attendance will be ineligible to submit a proposal.

Any addenda will be posted on RAFC's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by RAFC no later than 4:00 p.m., on Thursday, November 21, 2013 to guarantee response or consideration. RAFC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. CONTRACTOR SELECTION TIMETABLE

2:00 p.m., on Tuesday, November 19, 2013	Mandatory Proposers' Conference, at 101 8 th Street, Oakland, CA 94607, 3rd floor Fishbowl Conference Room.
4:00 p.m., on Thursday, November 21, 2013	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 p.m., Monday, December 2, 2013	Closing date/time for receipt of proposals
Week of December 9, 2013	Interviews/Discussions (if held)
Week of December 16, 2013*	Date for receipt of Best and Final Offers

(if required)

January 1, 2014*

Contract Execution

**Interview, award and approval dates are approximates and are subject to change before or after the closing date of the RFP.*

VI. SUBMITTAL OF PROPOSALS

1. Interested firms must submit an original and four (4) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m., Monday December 2, 2013. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.**
2. Proposals are to be addressed as follows:

RAFC Armed and Unarmed Security Guard Services RFP
Attention: Robert Hoffman
101 8th Street, 3rd Floor Receptionist
Oakland, CA 94607-4700
3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. RAFC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals
7. Contractor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
8. A signed proposal submitted to RAFC in response to this RFP shall constitute a binding offer from Contractor to contract with RAFC according to the terms of the proposal for a period of ninety (90) days after the proposals are due to RAFC.

9. A Proposal may be withdrawn at any time before the date and time when Proposals are due by submitting a written request for its withdrawal to the RAFC Project Manager.
10. This RFP does not commit RAFC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.
11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
12. RAFC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.
13. RAFC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected proposer fails to enter into a contract with RAFC in a timely manner as determined by RAFC, in accordance with the terms and conditions of this RFP, RAFC reserves the right to reject the proposal and enter into a contract with the next highest scoring firm.

VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in RAFC's sole discretion.

Each proposal must include the following:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFP.

Indicate that the Proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of ninety (90) days from the due date for Proposals.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Contractor's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A summary of Contractor's proposed approach to this project; and
2. The assumptions made in selecting the approach.

E. Work Plan

This section should present a work plan for each task described in *Appendix A, Scope of Work*. The proposed work plan should:

1. Discuss how the Contractor will conduct the identified task, describe the staffing plan, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Contractor believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between RAFC, Contractor staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results. Include a description of the role of assigned staff, any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.

4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, feasibility, etc.) to successful completion of the Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications and Requirements. Include verification of all applicable permits, licenses, etc. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Provide a description of the firm's qualifications and experience in security guard services, detailing the firm's prior experience or understanding of the special requirements of government agencies.
3. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task, and provide resumes of the Key Personnel the Contractor intends to use to perform the project. At a minimum, provide resume(s) of all staff who will provide the regular workday security guard services (Task I) and employee parking lot patrol services (Task II) must be included.
4. Each key personnel resume should not exceed two pages.
5. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
6. A summary (no longer than one page each) of at least three (3) projects similar in subject matter and scope to this project, including the client agency, the contract term and amount, and a contact person (with telephone number) who may be contacted as a reference.
7. Provide a summary of all contracts your firm (including subcontractors) has held with RAFC, MTC or ABAG in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

Based on the tasks and staffing plan described in response to E.1 and E.2, listed above, provide a breakdown of the expected expenditures of funds for each task contained in *Appendix A, Scope of Work*. The budget should include, but is not limited to, a line item budget with billing rates.

1. The budget should present a breakdown of hours and expenses. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. Provide a task budget containing the information specified in *Appendix B, Task Budget*.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

I. Insurance Provisions

Submit a signed acknowledgement that your firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of RAFC's notice to firm that it is the successful proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

J. Submit a signed Declaration of Compliance – City of Oakland Living Wage Ordinance (*Appendix E*).

VIII. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the RAFC's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Appendix C*. Proposers failing to meet the Minimum Qualifications and Requirements listed herein this RFP will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation

factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Form of Proposal may be considered responsive, if evaluation in every criterion is possible. RAFC reserves the right to request additional information from responsive proposers prior to evaluation.

C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of MTC, ABAG and BART staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the RAFC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by proposer to contact and/or influence members of the evaluation panel may result in disqualification of proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Experience and qualifications of firm and personnel in performing security guard services including those items listed as “Other Qualifications” in Section II, Proposer Minimum Qualifications, experience, knowledge and specialized training for dealing with emergencies such as heart attacks, fires, burglaries, robberies, workplace violence, and terrorism. (30%)
2. Effectiveness of proposed staffing plan. (20%)
3. Understanding of government agencies’ responsibility to allow public access to government office buildings while maintaining a secure workplace environment. (20%)
4. Cost, including additional Hourly Costs and other expenses. (20%)
5. Ability to write and present information clearly, as evidenced by proposal and writing sample(s) and ability to speak and present effectively (as demonstrated in interviews or discussions, if held). (10%)

D. Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach,

cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer's project manager, as well as other key personnel identified by the evaluation panel, including but not limited to staff assigned to the MetroCenter will be expected to participate in any discussions. A proposer on the "short list" invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the "short list" will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

RAFC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

The panel will recommend a Contractor to the RAFC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the appropriate RAFC Committee for approval (if required).

IX. General Conditions

A. Award

Any award made will be to the Contractor whose proposal is most advantageous to RAFC based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with RAFC in a timely manner as determined by RAFC, in accordance with the terms and conditions of this RFP, RAFC reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

B. Contract Arrangements

RAFC Standard Contract is attached as *Appendix D*. If a proposer wishes to propose a change to any standard RAFC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept RAFC's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance

requirements in *Appendix D-1*, within ten (10) days of RAFC's notice that it is the successful proposer. Requests to change RAFC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. RAFC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to RAFC determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to RAFC's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be firm fixed price, with payment based on RAFC's receiving of satisfactory services/deliverables.

C. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that RAFC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the RAFC Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until RAFC Board of Directors authorizes award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the RAFC review officer to recommend a resolution to the RAFC Board of Directors.

The RAFC Board of Directors will respond to the protest in writing, based on the recommendation of a staff review officer. Should a proposer wish to appeal the decision of the RAFC Board of Directors, it may file a written appeal with RAFC, no later than 4:00 p.m. on the third business day after receipt of the written response from the RAFC Board of Directors. RAFC's decision will be the final agency decision.

Authorization to award an agreement to a particular CONTRACTOR by RAFC shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the RAFC Board of Directors or, if the decision of the RAFC Board of Directors is appealed, the issuance of RAFC's decision.

D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to RAFC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the proposer believes any proposal content contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer may request that RAFC withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information submitted under Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section VII of this RFP marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by BAIFA only, but understands that exemption from disclosure will be limited by BAIFA's obligations under the California Public Records Act. If an agreement is awarded to the proposer submitting this proposal, BAIFA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential /proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request. If the Proposal requests that RAFC withhold such data from disclosure and RAFC complies with the proposer's request, the proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend RAFC and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such proposer information); and pay any and all costs and expenses relating to the withholding of the proposer information.

If the proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its Proposal, and does not request that RAFC withhold information marked as confidential and requested under the California Public

Records Act, RAFC shall have no obligation to withhold the information from disclosure, and the proposer shall not have a right to make a claim or maintain any legal action against RAFC or its commissioners, officers, employees or agents in connection with such disclosure.

E. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of RAFC. Removal of any key staff person(s) identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of RAFC is in any manner interested directly or indirectly in the Proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever RAFC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by RAFC and the Proposer. After award, the Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other RAFC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RAFC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

G. California Labor Code

The selected Contractor shall be expected to comply with the California Labor Code with regards, but not limited to, working conditions, compensation and overtime, and the latest Wage Orders and amendments thereto, issued by the California Industrial Welfare Commission.

Appendix F, Industrial Welfare Commission, Summary of Amendments to Wage Orders 1 – 13, 15, and 17. See <http://www.dir.ca.gov/iwc/wageorderindustriestprior.htm>.

H. City of Oakland Living Wage Compliance

Contractor's personnel shall be paid, at a minimum, an amount equivalent to the City of Oakland's minimum wage rate with or without health benefits effective July 1, 2013, specified in its Living Wage Ordinance (LWO) at <http://cces.oaklandnet.com/ContComp/>. If paid hourly rate with benefits, Contractor must fully comply with benefit provisions of the LWO. Subsequent to the initial contract term, for every annual renewal period, Contractor's personnel shall be paid, at a minimum, the hourly wage rate with health benefits or the higher hourly wage rate without benefits as specified in Oakland's LWO that is in effect on the first day of each renewal period. RAFC reserves the right to collect certified payrolls and relevant payroll records from Contractor for the purpose of monitoring compliance, investigating employee complaints of noncompliance and evaluating the operation and effects of the said living wage ordinance for the term of the contract or for five years, whichever period of compliance is applicable.

I. Injury Prevention Program

As part of RAFC, MTC and ABAG's Injury Prevention Program (IPP) established pursuant to California Labor Code § 6401.7, proposer may be required to provide the contracting agency with a description of your IPP and, specifically, methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

APPENDIX A, SCOPE OF WORK

I. GENERAL INFORMATION

METROCENTER BUILDING

- The MetroCenter is located at 101 8th Street, Oakland, California.
- The MetroCenter employee/agency vehicle parking lot is located at 5th and Oak Streets, Oakland, California.
- The Metrocenter offices are about 106,000 square feet on four (4) floors: ground, 1st, 2nd and 3rd floors.
- A lobby security desk is located on the 1st floor.
- The building is equipped with a security alarm system with access card readers at key locations within the building.
- MetroCenter hours of operation are from 7:00 a.m. to 5:30 p.m. with the 1st floor lobby doors open to the public and visitors during these hours.
- MetroCenter employees may access the building at other times with a valid security access card.
- Public meetings are held throughout the week and occasionally on weekends and evenings in the 1st floor Auditorium and Conference Room 171, and in other conference rooms within the three occupant agencies' office spaces.
- The public cafeteria operates from 7:00 a.m. until 3:00 p.m., Monday through Friday.
- The public library located on the 1st floor is open from 8:00 a.m. until 5:00 p.m.
- The elevators have card access controls and require security card access prior to 8:00 a.m. and after 5:00 p.m., Monday through Friday, and to certain floors during the regular workday.
- The lobby security desk has a telephone with local telephone service.

EMPLOYEE/AGENCY VEHICLE - PARKING LOT

- The 80-space employee parking lot is located two (2) blocks from the MetroCenter at 5th and Oak Streets, under the Interstate 880 freeway.

- A security guard booth is located at the employee parking lot.
- The parking lot is open from 6:45 a.m. to 7:00 p.m. and secured by a manual gate, keypad activated motorized gate, and two (2) keypad access pedestrian gates.
- Parking is available for MTC and ABAG agency-owned vehicles and for MTC and ABAG employees who have a valid parking permit.
- Visitors to the MetroCenter with valid day parking passes are authorized to use the parking lot, unless parking is restricted to permit users only. No other parking is permitted.

METROCENTER HOLIDAYS

On MetroCenter holidays, employees are generally not scheduled to work, the building is closed to the general public, and meetings are generally not scheduled for the 1st floor Auditorium, Conference Room, or other conference rooms within the three occupant agency' office spaces. Holidays observed by the MetroCenter occupant agencies, include the following:

1.	January 1	New Year's Day
2.	January Third Monday	Martin Luther King, Jr. Birthday
3.	February Third Monday	President's Day
4.	May Last Monday	Memorial Day
5.	July 4	Independence Day
6.	September First Monday	Labor Day
7.	October Second Monday	Columbus Day
8.	November 11	Veteran's Day
9.	November Fourth Thursday	Thanksgiving Day
10.	November Fourth Friday	Day after Thanksgiving
11.	December 25	Christmas Day

When a holiday falls on Saturday, the MetroCenter will close on the Friday preceding the Saturday. When a holiday falls on Sunday, the MetroCenter will close on the Monday following the Sunday.

When the occupant agencies are open for business, the building is open to the general public, and meetings are scheduled.

II. GENERAL REQUIREMENTS

EQUIPMENT, ATTIRE AND CONDUCT OF SECURITY PERSONNEL

Contractor shall:

- Provide all armed and unarmed security guards with a uniform that identifies the contractor's firm and is clearly identifiable as security guards to MetroCenter employees and visitors. Security guards must present themselves in a professional and well groomed manner and must provide superior customer service to MetroCenter employees and visitors at all times;
- Ensure that any vehicle used to perform services is clearly marked to identify the Contractor's firm;
- Ensure that any armed security guards provided by Contractor are licensed, trained, and qualified to carry firearms. Security guards may carry mace, as requested;
- Provide all assigned security guards with a working two-way radio system to communicate between security guards and with a smart phone with email and text capability while on duty to communicate with other security guards and RAFC staff. Security guards shall respond within five (5) minutes by phone when contacted by the RAFC Building Manager or designee in the event of an emergency;
- Ensure that security guards do not allow unauthorized persons into the MetroCenter building and parking lot, and employee parking lot, or other assigned areas;
- Ensure that security guards are able to use and operate PC based computer systems, Windows software, two-way radios, cellular phones, digital HVAC systems, digital video security systems, and/or other equipment and systems as directed; and
- Assume responsibility for the use of security system access cards issued to security guards for access to the MetroCenter building.
- Assign guards who will be permanently assigned to this account from Monday through Friday to perform the regular workday services as outlined in this *Appendix A, Scope of Work*.

III. TASK LIST

Contractor shall be required to perform all of the services shown below in Tasks I through V.

TASK I: REGULAR WORKDAY SECURITY GUARD SERVICES

The regular workday is Monday through Friday, from 6:00 a.m. until 7:00 p.m. The Contractor shall provide sufficient unarmed security guards to perform the following services during the regular workday and to provide assigned unarmed security guards with the required breaks and lunch break per state law:

A: Building Services

1. Report for work at the MetroCenter by 6:00 a.m. on regular workdays.
2. At 6:00 a.m., patrol the entire MetroCenter building, building perimeter, and surrounding areas, and unlock the employee and public access doors as required.
3. Remove and store lobby alarm system warning signs at the beginning of the workday.
4. Respond promptly to requests for assistance by the RAFC Building Manager or designee.
5. Secure lost and found items and return to owner upon proof of ownership.
6. Update the lobby message board for meetings in the 1st floor Auditorium and Conference room.
7. At 6:00 p.m., patrol the entire MetroCenter building, building perimeter, and surrounding areas, and lock the employee and public access doors and secure the building as required.
8. Install the lobby alarm system warning signs on doors at the end of the workday.
9. Report any observed repairs necessary in plumbing, lighting, doors and windows to the Building Manager or designee.
10. Report any observed safety hazards in and around the building to the RAFC Building Manager or designee.
11. Attend MetroCenter Emergency Response Team (MERT) training sessions, participate in evacuation exercises and comply with MERT assignment as to roles and responsibilities during an emergency and/or building evacuation. (See Item B 10.)

B: Lobby Services

1. Monitor all lobby traffic, screen and assist visitors as appropriate, and ensure that persons without legitimate business are asked to leave or are removed from the MetroCenter building.
2. Notify the RAFC Building Manager, Oakland Police, BART Police and others as necessary in the event of an emergency or if any situation becomes unmanageable.
3. Allow visitor access to occupant agencies' offices according to each occupant agency's visitor policy.
4. Issue temporary day parking passes and building access cards according to each occupant agency's parking or building access policy.
5. Install lobby warning signs, e.g., "Wet Floor", as needed.
6. Schedule, coordinate and monitor MTC and ABAG parking for employees and visitors.
7. Visitors who wish to wait in the lobby for transportation, etc. should be directed to appropriate visitor seating in the lobby area.
8. Maintain accurate key control of all issued access cards and keys.
9. During an emergency or emergency evacuation of the MetroCenter, provide assistance to the RAFC Building Manager or designee, as directed.
10. During an emergency, take appropriate action to protect and safeguard employees and/or visitors and notify RAFC Building Manager, Oakland Police, BART Police and others as necessary.
11. The lobby desk shall be staffed at all times, unless the security guard is responding to a request for service or conducting a patrol of the building and parking lot. A notice, including a contact number, shall be posted at the lobby desk when unattended with information as to what time the guard is expected to return to the post.
12. Non-business activities by security guards while on duty or assigned to the lobby security desk are not permitted, including allowing visitors to sit for extended periods next to the security desk.

C: Employee Escort Service

As directed by the RAFC Building Manager or designee, or at the request of a MetroCenter employee from 5:00 p.m. - 7:00 p.m. during Pacific Standard Time, escort MetroCenter employees and/or visitors, to and from the MetroCenter building and the employee parking

lot or to a nearby location where the employee and/or visitor's vehicle is parked, The security guard escorting the employee and/or visitor shall ensure that the employee and/or visitor has safely entered their vehicle and exited the parking lot or departed the parking location.

TASK II: EMPLOYEE PARKING LOT PATROL SERVICES

Contractor shall provide sufficient staffing to ensure the unarmed security guards perform the following services from the period of 6:45 a.m. to 9:45 a.m. and 4:00 p.m. to 7:00 p.m., or six (6) hours per day, as directed.

The unarmed security guard assigned to patrol and secure the employee parking lot is to be visible at all times, on foot patrol. Being seated in a vehicle or engaging in non-business activities are not allowed at any time. Headphones, reading and other distractions are not permitted at any time while on post. Non-business activities by security guards while on duty or assigned to the employee parking lot are not permitted.

1. Report to the MetroCenter employee parking lot by 6:45 a.m. during the regular workday.
2. Unlock and open the parking lot gates no later than 6:50 a.m.
3. Monitor access to the parking lot by MTC or ABAG vehicles.
4. Monitor access to the parking lot by employees with valid parking permits and visitors with valid day parking passes. Report unauthorized vehicles in the parking lot to RAFC Building Manager or designee.
5. Patrol the employee parking lot, perimeter and surrounding areas at least twice per hour.
6. Check all employee and MTC and ABAG vehicles and report any damage or unsecured vehicles to RAFC Building Manager or designee.
7. Return to the MetroCenter by 9:45 a.m. and report on conditions at the employee parking lot to the security guard assigned to the lobby security desk.
8. Patrol and report on the conditions at the employee parking lot at least once between 11:00 a.m. and 2:00 p.m.
9. Return to the MetroCenter by 4:00 p.m. and report on conditions at the employee parking lot to the security guard assigned to the lobby security desk.
10. Secure the parking lot gates at 7:00 p.m.
11. Immediately report any trash, debris, damage to gates, fences, lighting or other property, and safety issues in the parking lot to RAFC Building Manager or designee.

TASK III: SPECIAL EVENTS, EVENING, AND WEEKEND SERVICES

Contractor shall provide as needed armed or unarmed security personnel for special events, evening and weekend services located at the MetroCenter or at other locations within the nine-county Bay Area as requested by the RAFC Project Manager or designee. Evening service is designated as Monday through Friday, after 7:00 p.m. Weekend service is designated as all day Saturday and Sunday until Monday at 6:00 a.m. Special meetings and events to be held in the evenings and/or the weekends are scheduled in advance. The Contractor is normally notified about these meetings at least one week in advance in order to allow sufficient time to schedule security services. The Contractor is required to do the following under Task III:

1. Report to the MetroCenter at least 30 minutes before a scheduled special evening or weekend meeting begins and remain at least 30 minutes after the meeting ends.
2. Monitor and control access to the MetroCenter by opening and closing the lobby doors, locking the doors as needed, and monitoring and controlling the access of meeting attendees to meeting location, public restrooms, lobby, and to occupant agency office spaces as directed.
3. At the end of the special evening or weekend meeting or other special event, patrol the entire MetroCenter building, building perimeter, and surrounding areas, and lock the employee and public access doors and secure the building as required.
4. Report, in writing, on the conduct of the special evening or weekend meeting, or other special event, and any incidents or problems to the RAFC Building Manager or designee.

TASK IV: NORMAL WEEKEND AND HOLIDAY PATROL SERVICES

It is expected that the normal time required to perform the services in Task IV is one (1) hour per day.

1. During normal weekends and holidays when the building is closed, Contractor will provide unarmed security guards to patrol the MetroCenter building, building perimeter, and surrounding areas, and the employee parking lot at least twice each day, in the morning and in the afternoon.
2. Report immediately on the condition of the MetroCenter building and the employee parking lot, and any incidents or problems to the RAFC Building Manager or designee.

TASK V: EMERGENCY SECURITY GUARD SERVICES

Unarmed security guards on duty during the regular workday will be required to respond to emergency situations or any unplanned security related event that poses a hazard to people or property and requires immediate action as part of the scope of work. However, there may be other times outside of the regular workday when it is necessary for the Contractor to provide unarmed security guards to respond (e.g., alarm call) and/or to provide additional armed security guards during the regular workday (e.g., anticipated disruption at a public meeting). The Contractor is required to perform the following tasks under Task V:

1. Be available by telephone, text messaging, and email at all times.
2. Promptly answer, or return the call, text or email within five (5) minutes from the RAFC, Building Manager or designee.
3. Physically respond to an emergency at the building within thirty (30) minutes from the time of the receipt of the request. Additional security guards shall respond to an emergency, as needed.
4. During an emergency, perform security services, including, but not limited to, securing, monitoring access, removing unauthorized persons, and directing access and egress to the MetroCenter building and employee parking lot, as directed by RAFC Building Manager or designee.
5. Record and report promptly all emergency security personnel activities to RAFC Building Manager or designee, for each emergency. Record and report daily all security personnel activities to RAFC Building Manager or designee, for long-term or continuing emergency.

APPENDIX B, TASK BUDGET and STAFFING PLAN

The Task budget shall include the following information: (all hourly rates provided shall be fully loaded and include all costs and expenses to RAFC.)

TASK	REQUIRED INFORMATION
Task I Regular Workday Security Guard Services	<ul style="list-style-type: none"> • Hourly Rate(s) of assigned staff • # of Hours Proposed to complete the Task <u>per week</u> • Total Weekly Cost (# of hours x Hourly Rate) • Total Annual Cost (Total Weekly x 52 weeks)
Task II Employee Parking Lot Patrol Services	<ul style="list-style-type: none"> • Hourly Rate(s) of assigned staff • # of Hours Proposed to complete the Task <u>per week</u> • Total Weekly Cost (# of hours x Hourly Rate) • Total Annual Cost (Total Weekly x 52 weeks)
Task III Special Events, Evening, and Weekend Services	Hourly Rate(s) the Contractor will charge if the service is requested.
Task IV Normal Weekend and Holiday Patrol Services	Hourly Rate(s) the Contractor will charge if the service is requested.
Task V Emergency Security Guard Services	Hourly Rate(s) the Contractor will charge if the service is requested.

Proposed Staffing Plan and Schedule

Use the matrix below to indicate your proposed staffing and hours in connection to this RFP.

Area	Assignment of Staff (First Name, Last Name)	Proposed Hours for Daytime	Proposed Hours for Evening	# of Hours Daily
MetroCenter	Staff 1:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 2:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 3:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 4:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
Parking Lot	Staff 1:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 2:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 3:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
	Staff 4:	___ a.m. to ___ p.m.	___ p.m. to ___ a.m.	
As-Needed Services	Staff 1:	TBD	TBD	TBD
	Staff 2:	TBD	TBD	TBD
	Staff 3:	TBD	TBD	TBD
	Staff 4:	TBD	TBD	TBD

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

RAFC’s commissioners include:

Steve Heminger	Grace Crunican
Ezra Rapport	Jeff Ordway

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RAFC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any RAFC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude RAFC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D, RAFC STANDARD CONTRACTOR CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Between REGIONAL ADMINISTRATIVE FACILITY CORPORATION
And INSERT NAME OF CONTRACTOR
For ARMED AND UNARMED SECURITY GUARD SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of Month, 20___, by and between the Regional Administrative Facility Corporation (herein called "RAFC ") and INSERT NAME OF CONTRACTOR, (herein called "CONTRACTOR") partnership, _____[state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of _____.

RECITALS

WHEREAS, RAFC is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 8th and Oak Streets in Oakland, California; and

WHEREAS, the MetroCenter is occupied by its three owner-members: Metropolitan Transportation Commission ("MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments ("ABAG") a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District ("BART") a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.*; and

WHEREAS, RAFC has need of a contractor to provide armed and unarmed security guard services at the MetroCenter (herein called "the Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of RAFC; and

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which CONTRACTOR will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Robert Hoffman, (herein called "RAFC Project Manager"). As RAFC Project Manager, Robert Hoffman is responsible for communication with CONTRACTOR and the administration of this Agreement. RAFC'S Executive Director or designated representative may substitute a new RAFC Project Manager by written notice to CONTRACTOR.

CONTRACTOR's point of contact and the individual authorized to communicate to RAFC on behalf of CONTRACTOR is **INSERT NAME OF CONTRACTOR'S PM** ("CONTRACTOR Project Manager"). A change in the CONTRACTOR Project Manager requires RAFC written approval.

1.1 PROGRESS REPORTS

CONTRACTOR shall provide RAFC with [**INSERT FOR COST REIMBURSEMENT CONTRACTS OR AS NECESSARY**: monthly] progress reports according to the schedule and form approved by the RAFC Project Manager.

2. PERIOD OF PERFORMANCE

CONTRACTOR's services hereunder shall commence on or after _____, 201__, and shall be completed no later than _____, 201__, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONTRACTOR's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, RAFC will pay CONTRACTOR for its services as described in Attachment A, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] ("Maximum Payment"). RAFC shall make payments to CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be made in writing and delivered or mailed to RAFC as follows:

Attention: Accounting Section
Regional Administrative Facility Corporation
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

Payment shall be made by RAFC within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

4. KEY PERSONNEL

The key personnel to be assigned to this work by CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the Project Manager or a designee. CONTRACTOR shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. RAFC reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

RAFC reserves the right to request changes in the services to be performed by CONTRACTOR. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONTRACTOR and specifically identified as amendments to the Agreement. The RAFC Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. RAFC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to RAFC.

CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed ___%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. If CONTRACTOR has any property in its possession belonging to RAFC, CONTRACTOR will account for the same, and dispose of it in the manner RAFC directs. Except as provided above, RAFC shall not in any manner be liable for CONTRACTOR's actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other material provision of the Agreement, RAFC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or describe to RAFC's satisfaction a plan for curing the breach within the fifteen (15) day period, RAFC may terminate the Agreement for default. In the event of such termination for default, CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. Such reimbursement will be offset by any costs incurred by RAFC to complete work required under the Agreement. In no event shall RAFC be required to reimburse CONTRACTOR for any costs incurred for work causing or contributing to the default. If CONTRACTOR has any property in its possession belonging to RAFC, CONTRACTOR will account for the same, and dispose of it in the manner RAFC directs. RAFC shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

C. If it is determined by RAFC that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, RAFC, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein,

against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee or agent of RAFC and has no authority to contract or enter into any agreement in the name of RAFC. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep and hold harmless RAFC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees ("RAFC Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following:

Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONTRACTOR caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONTRACTOR or its officers, employees, subconsultants or agents; or

Any allegation that materials or services provided by CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the RAFC Indemnified Parties,

CONTRACTOR shall, at its expense, satisfy and discharge the same. The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable.. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY RAFC

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("RAFC Data") made available to CONTRACTOR by RAFC for use by CONTRACTOR in the performance of its services under this Agreement shall remain the property of RAFC and shall be returned to RAFC at the completion or termination of this Agreement. No license to such RAFC Data, outside of the Scope of Work of the Project, is conferred or implied by CONTRACTOR's use or possession of such RAFC Data. Any updates, revisions, additions or enhancements to such RAFC Data made by CONTRACTOR in the context of the Project shall be the property of RAFC and subject to the provisions of Article 11.

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to RAFC by CONTRACTOR or its subcontractors pursuant to this Agreement shall be and are the property of RAFC. RAFC shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to RAFC. CONTRACTOR hereby assigns to RAFC ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONTRACTOR also agrees to execute all papers necessary for RAFC to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONTRACTOR'S pre-existing intellectual property secured, developed, written, or produced by CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to RAFC, and CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to RAFC.

CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any

copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. SUBCONTRACTS

A. Subcontractors approved by RAFC for subcontract work under this Agreement are listed in Attachment G, Subcontractor List, attached hereto and incorporated herein by this reference. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subcontractor to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONTRACTOR.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between RAFC and any subcontractors, and no subcontract shall relieve CONTRACTOR of his/her responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to RAFC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from RAFC's obligation to make payments to CONTRACTOR.

C. Any substitution of subcontractors listed in Attachment F must be approved in writing by RAFC's Project Manager in advance of assigning work to a substitute subcontractor.

D. Applicable provisions of this Agreement shall be included in any subcontract or subcontractor agreement in excess of \$25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign this Agreement, or any part thereof without prior express written consent of the Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

14. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

Agreement without liability or, at its discretion, the right to deduct from CONTRACTOR's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to RAFC. CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of RAFC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONTRACTOR further covenants that it has made a complete disclosure to RAFC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of RAFC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by RAFC.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RAFC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR shall immediately provide RAFC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, RAFC becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance of the work hereunder, RAFC shall similarly notify CONTRACTOR. In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by RAFC, RAFC will consider the conflict presented and any alternatives proposed and meet with CONTRACTOR to determine an appropriate course of action. RAFC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the RAFC in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to RAFC, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on RAFC as a recipient of federal or state funds are hereby in turn imposed on CONTRACTOR.

20. CLAIMS OR DISPUTES

CONTRACTOR shall be solely responsible for providing timely written notice to RAFC of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is RAFC's intent to investigate and attempt to resolve any CONTRACTOR claims before CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RAFC, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RAFC due written notice of a potential claim. The potential claim shall set forth the reasons for which

CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to RAFC prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by RAFC, and shall be governed by all applicable provisions of the Agreement. CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or RAFC may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event CONTRACTOR fails to comply with the requirements of the Agreement in any way, RAFC reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RAFC or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TEMPORARY SUSPENSION OF WORK

RAFC, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RAFC may deem necessary. The suspension may be due to the failure on the part of CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of RAFC to suspend the work wholly or in part. The suspended work shall be resumed when CONTRACTOR is provided with written direction from RAFC to resume the work.

If the suspension is due to CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the

CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by RAFC.

In the event of a suspension of the work, CONTRACTOR shall not be relieved of CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which RAFC has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of CONTRACTOR, suspension of all or any portion of the work under this Section may entitle CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. WARRANTY OF SERVICES

A. In the performance of its services, CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of CONTRACTORS with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, CONTRACTOR shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

B. In the event that any services provided by CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, RAFC shall report such deficiencies in writing to the CONTRACTOR within a reasonable time. RAFC thereafter shall have:

The right to have CONTRACTOR re-perform such services at the CONTRACTOR's expense;
or

The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within 30 days after written notice to CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to the RAFC that it has undertaken said re-performance; or the right to terminate the Agreement for default.

CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. CONTRACTOR and RAFC shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that RAFC provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, RAFC's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONTRACTOR's written acceptance of the Project

Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, RAFC may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty calendar (30) days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between RAFC and CONTRACTOR which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONTRACTOR must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by RAFC, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and RAFC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

REGIONAL ADMINISTRATIVE FACILITY
CORPORATION

NAME OF CONTRACTOR

Steve Heminger, President

Insert Appropriate Name, Title

ATTACHMENT A
Scope Of Work
Outline of Services

The services to be performed by CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

- 1.
 - 2.
- ETC.

ATTACHMENT A-1

**Official Notice Industrial Welfare Commission,
Summary of Amendments to Wage Orders 1-13, 15 and 17**

<http://www.dir.ca.gov/iwc/wageorderindustriesprior.htm>

ATTACHMENT B
Project Schedule

Task #	Work to be Performed/Deliverables (#)	Completion Date

ATTACHMENT C
Compensation and Method of Payment

A. Compensation. CONTRACTOR shall be compensated for services based on hourly rates set forth in Attachment C-1, Task Budget, attached hereto and incorporated herein by this reference, which include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies.

For Task III of the Attachment A Scope of Work, CONTRACTOR will be paid the overtime hourly rate specified in Attachment C-1, as applicable. Advance approval by the Project Manager, or his designee, is required prior to CONTRACTOR's incurrent overtime charges. A summary of what currently constitutes overtime is described in Attachment A-1, Official Notice Industrial Welfare Commission, Summary of Amendments to Wage Orders 1-13, 15, and 17, attached hereto and incorporated herein by this reference.

B. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid CONTRACTOR under this agreement exceed the sum of _____ dollars (\$ _____).

C. Payment Chart, tracking hourly rates and amounts payable over the course of this Agreement, is as follows:

Contract Period	Straight Time Rate	Overtime Hourly Rate	Emergency Scvs. Rate	Annual Payment (not to exceed)	Maximum Payable
1/1/14-6/30/14	\$	\$	\$	\$	\$

D. Method of Payment. CONTRACTOR shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after RAFC's acceptance of such deliverable/milestone. If applicable, CONTRACTOR's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment G.

E. Wages and Benefits to Personnel. CONTRACTOR'S custodial personnel shall be paid, at a minimum, a wage equivalent to the City of Oakland's minimum wage rate (with or without health benefits) effective July 1, 2013. Subsequent to the initial contract term, for every annual renewal period, CONTRACTOR's custodial personnel shall be paid, at a minimum, the wage rate (with or without health benefits) specified in the City of Oakland's LWO that is in effect on

the first day of each renewal period. CONTRACTOR shall provide custodial personnel with medical insurance coverage and sick leave benefits throughout the term of this Agreement.

CONTRACTOR shall comply with applicable provisions of the California labor laws, including but not limited to, the Official Notice of the Industrial Welfare Commission with regards to overtime wages. (Overtime is defined as work in excess of eight (8) hours per scheduled shift Monday through Friday, and any time outside of a scheduled shift worked on weekends or holidays.)

**ATTACHMENT C-1
Task Budget**

Task	Description	Hourly Billing Rate	Weekly # of Hours	Weekly Cost	Total Cost (annual)
I	Regular Weekday Guard Service	\$ _____	_____	\$ _____	\$ _____
II	Employee Parking Lot Service <i>(cost to be paid by MTC/ABAG)</i>	\$ _____	_____	\$ _____	\$ _____
III	Special Meeting Service (unarmed guard)	\$ _____ \$ _____ (overtime)	TBD	TBD	\$ _____
	Special Meeting Service (armed guard)	\$ _____ \$ _____ (overtime)	TBD	TBD	\$ _____
IV	Weekend and Holiday Patrol	\$ _____ (weekends)	_____	\$ _____	\$ _____
		\$ _____ (holidays)	_____	\$ _____	\$ _____
V	Emergency Service	\$ _____	N/A	N/A	\$ _____
TOTAL NTE FOR CONTRACT PERIOD 1/1/14-6/30/14:					\$ _____

ATTACHMENT D
Key Personnel Assignments

	<u>Name</u>	<u>Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
		\$xx		

* Applicable to development of payment provisions in amendments only.

**ATTACHMENT E,
Insurance and Financial Security (Bond) Provisions**

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONTRACTOR's insurance be primary without right of contribution from RAFC. Prior to beginning work under this contract, CONTRACTOR shall provide RAFC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of RAFC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of RAFC.

RAFC and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to RAFC and having minimum limits of \$1,000,000 per claim.

The policy shall provide coverage for all work performed by CONTRACTOR and any work performed or conducted by any subcontractor working for or performing services on behalf of the CONTRACTOR. No contract or agreement between CONTRACTOR and any subcontractor shall relieve CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONTRACTOR and any subcontractor/consultant working on behalf of CONTRACTOR on the project.

6. Property Insurance. Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of RAFC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of RAFC.

7. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONTRACTOR shall reimburse RAFC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming RAFC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to RAFC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to RAFC.

D. Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from RAFC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that RAFC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:

Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subcontractors, and equipment have been removed from RAFC's property, and the work or services have been formally accepted. CONTRACTOR must notify RAFC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to RAFC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

2. NOT USED

3. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as RAFC Indemnified Parties, pursuant to Article 9 of the Agreement.

- Regional Administrative Facility Corporation (RAFC)
- Metropolitan Transportation Commission (MTC)
- Association of Bay Area Governments (ABAG)
- San Francisco Bay Area Rapid Transit District (BART)

ATTACHMENT F
NOT USED

ATTACHMENT G
Subcontractor List

	<u>Name/Address of Subcontractor</u>	<u>Amount of Subcontract</u>	<u>Description of Work</u>

LIST "None" ABOVE IF NO SUBCONTRACTORS ARE BEING USED.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

<p>Yes (√)</p>	<p>Please certify by checking the box below that required coverages will be provided within ten (10) days of RAFC's notice to firm that it wishes to contract with the firm.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of RAFC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of RAFC.</p> <p>RAFC, MTC, BART and ABAG, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>—</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to RAFC and having minimum limits of \$1,000,000 per claim. The policy shall provide coverage for all work performed by CONTRACTOR and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the</p>

	<p>CONTRACTOR. No contract or agreement between CONTRACTOR and any subcontractor/consultant shall relieve CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONTRACTOR and any subcontractor/consultant working on behalf of CONTRACTOR on the project.</p>
—	<p><u>Property Insurance.</u> Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of RAFC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of RAFC.</p>
—	<p><u>Employee Dishonesty/Crime Insurance.</u> An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - \$250,000; and (b) Client Property Blanket Bond - \$250,000. CONTRACTOR shall reimburse RAFC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming RAFC.</p>
<p>RAFC, MTC, BART and ABAG and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.</p> <p>All policies will be issued by insurers acceptable to RAFC, generally with a Best's Rating of A-VIII or better.</p> <p>CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to RAFC.</p> <p>CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from RAFC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that RAFC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.</p>	

If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, CONTRACTOR shall:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR’s personnel, subcontractors, and equipment have been removed from RAFC’s property, and the work or services have been formally accepted. CONTRACTOR must notify RAFC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, CONTRACTOR shall deliver to RAFC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of RAFC’s notice to firm that it wishes to contract with the firm.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to RAFC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to RAFC’s

attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.

**APPENDIX E, DECLARATION OF COMPLIANCE – CITY OF OAKLAND LIVING
WAGE ORDINANCE**



Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$11.96 per hour with health benefits, or \$13.75 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the Earned Income Tax Outreach Kit at <http://eitcoutreach.org>.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:		
Questions	Responses	Comments
(1) How many permanent employees are employed with your company? (If less than 5, stop here)		
(2) How many of your permanent employees are paid above the Living Wage rate?		
(3) How many of your permanent employees are paid below the Living Wage rate?		
(4) Number of compensated days off per employee?(Refer to item "a" above)		
(5) Number of trainees in your company?		
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.		

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Company Name

Signature of Authorized Representative

Address

Type or Print Name

Area Code Phone Date

Type or Print Title

**APPENDIX F, INDUSTRIAL WELFARE COMMISSION SUMMARY OF
AMENDMENTS TO WAGE ORDERS 1-13, 15, AND 17**

<http://www.dir.ca.gov/iwc/wageorderindustriesprior.htm>