

REQUEST FOR BID PROPOSAL

**Maintenance, Monitoring, Testing, and
Installation of Alarm Systems on an On-
Call, As-Needed Basis**

CITY OF ALAMEDA

November 21, 2016

Important Dates:

Request for Bid Due Date: Monday, December 5, 2016 at 2:00 p.m.
Maintenance Service Center
1616 Fortmann Way, Alameda, CA 94501

Award of Agreement: January 3, 2017
Projected Start Date: January 4, 2017

Contact:

Ricardo De La Torre, Public Works Supervisor
Public Works Department, Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
Phone: (510) 747-7900
Fax: (510) 521-8762

TABLE OF CONTENTS

- I. Introduction
 - a. Background
 - b. Purpose of the Request

- II. Scope of Services

- III. Prevailing Wage
 - a. Laws to be Observed
 - b. Prevailing Wages
 - c. Hours of Labor
 - d. Certified Payroll
 - e. Apprentices
 - f. Labor Discrimination
 - g. Registration of Contractors

- IV. Bid Proposal Format
 - a. Proposed Project Schedule

- V. Selection Process
 - a. Qualifications
 - b. Selection Criteria
 - c. Proposed Selection and Project Schedule

- VI. Bid Proposal Due Date and Delivery

- VII. Conditions of Request
 - a. General Conditions
 - b. Liability of Costs and Responsibility
 - c. Standard Agreement
 - d. Permits and Licenses
 - e. Bidder's Representative
 - f. Award of Contract

- Exhibits:
 - A. Scope of Work/Bidders Proposal
 - B. Service Provider Agreement

I. INTRODUCTION

The City of Alameda ("City") is requesting bid proposals from qualified organizations to assist the City in the Maintenance, Monitoring, Testing, and Installation of Alarm Systems on an On-Call, As-Needed Basis.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with the City of Alameda Specifications, Special Provisions and Plans. The project will include maintenance, monitoring, testing, and installation of alarm systems on an on-call, as-needed basis.

B. Purpose of the Request.

The City desires to obtain the services of an outside organization to help the City with the ongoing maintenance, monitoring, testing, and installation of alarm systems on an on-call, as-needed basis. The selected organization will provide the full range of services including:

The work to be done shall be included in the unit price for "Alarm Monitoring, Inspections, Maintenance and Testing Services" and consist of furnishing all labor, vehicles, tools, equipment, materials, parts, components, and doing all the work associated with the alarm system "Monitoring and Fire Servicing" shall mean regular full service maintenance and repairs of a fire suppression system and monitoring including: inspections; adjustments and maintenance of the monitoring devices, including repair and replacement of components and equipment; maintenance of schedules and records; stocking of materials; and housekeeping, as defined below, to ensure an fire suppression system is functioning in good working order and meets all industry standards and manufacturer's specifications. Each "Alarm and Fire System Servicing" shall include the following:

Payment for work done under the contract shall be made on the basis of the Bidders Proposal (see Exhibit B). Payment for work done shall be made on a monthly basis for the previous month's work. Contractor shall submit a monthly bill. The value of any work not completed or not satisfactorily completed as determined by the Public Works Superintendent or designee, shall be deducted from the payment for that month's work. In the event the contract includes a partial month, the Contractor shall receive payment on pro-rata basis for the work completed. In the event that additional areas of work are added, payment will be made for the increased area prorated on the basis of the added area and the time remaining on the contract.

MASTICK SENIOR CENTER	1155 Santa Clara Ave	Inspection
MASTICK SENIOR CENTER	1155 Santa Clara Ave	24 Hour Alarm Monitoring
CITY OF ALAMEDA (ARPD)	2226 Santa Clara Ave	24 Hour Alarm Monitoring
CITY OF ALAMEDA BLDG 2 WING 2	1025 West Midway	24 Hour Alarm Monitoring
ALAMEDA POLICE EVIDENCE	1851 Monarch	24 Hour Alarm Monitoring
VETERANS HALL	2203 Central Ave	Inspection
VETERANS HALL	2203 Central Ave	24 Hour Alarm Monitoring
ALAMEDA FIRE STATION #1	950 West Mall Square	Inspection

CITY OF ALAMEDA BLDG 6	950 W Ranger	24 Hour Alarm Monitoring
ALAMEDA WEST END LIBRARY	788 Santa Clara	Inspection
ALAMEDA WEST END LIBRARY	788 Santa Clara	24 Hour Alarm Monitoring
CITY OF ALAMEDA CITY HALL	2263 Santa Clara	24 Hour Alarm Monitoring
CITY OF ALAMEDA CITY HALL	2263 Santa Clara	Inspection
CITY OF ALAMEDA CITY HALL	2263 Santa Clara	24 Hour Alarm Monitoring
CITY OF ALAMEDA CITY HALL	2263 Santa Clara	Fire Inspection Charge
ALAMEDA PUBLIC WORKS	1616 Fortmann Way	Inspection
ALAMEDA PUBLIC WORKS	1616 Fortmann Way	24 Hour Alarm Monitoring
CARNEGIE BUILDING	2264 Santa Clara	24 Hour Alarm Monitoring
ALAMEDA FIRE STATION #4	2595 Mecartney	Inspection
ALAMEDA FIRE STATION #4	2595 Mecartney	24 Hour Alarm Monitoring
CITY OF ALAMEDA BLDG 6 OFFICE	950 W Ranger	24 Hour Alarm Monitoring
ALAMEDA POLICE DEPT	1555 Oak St	Fire Inspection Charge
ALAMEDA POLICE DEPT	1555 Oak St	Inspection
ALAMEDA POLICE DEPT	1555 Oak St	Inspection
ALAMEDA POLICE DEPT	1555 Oak St	24 Hour Alarm Monitoring
CITY OF ALAMEDA	431 Stardust Place	Extended Service Protection
CITY OF ALAMEDA	431 Stardust Place	24 Hour Alarm Monitoring
CITY OF ALAMEDA	431 Stardust Place	Prime Cell
CITY OF ALAMEDA/Parking Garage	1416 Oak St	Inspection
CITY OF ALAMEDA/Parking Garage	1416 Oak St	24 Hour Alarm Monitoring
CITY OF ALAMEDA/Parking Garage	1416 Oak St	Extended Service Protection
THE CITY OF ALAMEDA/Bay Port	301 Jack London Ave	Fire Inspection Charge
THE CITY OF ALAMEDA/Bay Port	301 Jack London Ave	24 Hour Alarm Monitoring
THE CITY OF ALAMEDA/Bay Port	301 Jack London Ave	UL Certificate Fee
ALAMEDA FIRE DEPT STATION #4	2595 Mecartney	Fire Inspection Charge
CITY OF ALAMEDA/Fleet Garage	2040 Grand Street	24 Hour Alarm Monitoring

II. SCOPE OF SERVICES

The Bid Proposal showing the specific scope of services is attached as Exhibit A and is a list of major work tasks that should be accomplished as part of the scope of work. Please complete the attached Exhibit A and return to the City per directions in Section V. If you have any questions, please contact:

Ricardo De La Torre, Public Works Supervisor
Public Works Department, Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
Phone: (510) 747-7900 and Fax: (510) 521-8762

III. PREVAILING WAGE

A. Laws To Be Observed. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Department of Industrial Relations Compliance and Prevailing Wage Requirements on Public Works Projects.

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

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

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulation See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, all Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at <https://apps.dir.ca.gov/ecpr/das/altlogin>.

C. Prevailing Wages:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code §1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem*

wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

D. Hours of Labor.

1. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

E. Certified Payroll.

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

F. Apprentices.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

G. Labor Discrimination. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

H. Registration of Contractors. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

IV. BID PROPOSAL FORMAT

A. Proposed Project Schedule.

The term of this Agreement shall commence on the 4th day of January, 2017, and shall terminate on the 31st day of December, 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

The bidder shall agree to furnish the signed contract (see Exhibit B), complete with insurance requirements to the City of Alameda by December 12, 2016 at COB. The work on this contract will begin on January 4, 2017.

The bidder shall provide, within one hour, at least one reference to certify their ability to do this work when notified that they are the lowest responsive, responsible bidder by the City.

V. SELECTION PROCESS

A. Qualifications.

All bid proposals received by the due date will be evaluated by the City and the lowest responsive, responsible bidder will be selected per Administrative Order No. 5. Only information which is received in response to the RFB will be evaluated.

B. Selection Criteria.

The City will select the lowest responsive, responsible bidder. A sample agreement is attached. The City reserves the right to reject all Bid proposals.

C. Proposed Selection and Project Schedule.

Request for Bid Proposal Released:	Monday, November 21, 2016
RFB Due Date:	Monday, December 5, 2016
Review by City:	Monday, December 5, 2016
Contract for Signature:	Monday, December 5, 2016
Signed Contract/Insurance Due:	Monday, December 12, 2016 COB

VI. BID PROPOSAL DUE DATE AND DELIVERY

One sealed Bid Proposal, Exhibit A, including any Addendums, clearly marked with the project name, should be submitted no later than:

2:00 p.m. on MONDAY, DECEMBER 5, 2016

to the Maintenance Service Center at the address below. All bid proposals received by that time will be dated and time annotated. Bid proposals will not be accepted after this time. Bid proposals should be addressed to:

Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
Ricardo De La Torre

FAXed or Emailed bid proposals will not be accepted. Hand carried bid proposals will be accepted at the above address.

VII. CONDITIONS OF REQUEST

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the request for Bid proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Bid Proposal. The City reserves the right to reject any and all Bid proposals submitted in response to this request or any addenda thereto.

Any changes to the Bid Proposal requirements will be made by written addendum. It will be each bidder's responsibility to check with Ricardo De La Torre, Public Works Supervisor, by phone 510-747-7900, email rdelatorre@alamedaca.gov or in person at 1616 Fortmann Way, Alameda, CA 94501 to ascertain if there are any addendum's for this bid.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for Bid proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the Bid Proposal whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Standard Contractor Agreement.

A sample contractor agreement has been provided in the Appendix for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the agreement, these should be identified specifically and with the bid proposal; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFQ, and the successful bidder will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the Bid Proposal. The contractor agreement will not be executed by the City without first being signed by the bidder.

D. Permits and Licenses.

Bidder, and all of bidder's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

E. Bidder's Representative.

The person signing the Bid Proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

F. Award of Contract

The award of contract, if it be awarded, will be to the lowest responsive, responsible bidder whose Bid Proposal best complies with all requirements described herein. The award, if made, will be made within one day after the opening of the bids.

EXHIBITS:

- A. Scope of Work/Bidders Proposal
- B. Service Provider Agreement

Exhibit A
Bidders Proposal
Maintenance, Monitoring, and Installation of Alarm Systems
on an On-Call, As-Needed Basis

A. WORK TO BE DONE.

Contractor will provide labor, materials, services, skills, supervision, and necessary tools, materials, and equipment to insure that all mandated inspections testing, monitoring, and repairs are current and readily available to State and City Authorized Personnel. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of litter and interferences. Contractor shall provide the following services within the boundaries of each facility:

Monitoring and Fire Service

Fire System- Consist of Inspections, Testing and Studies mandated by the National Fire Protection Administration and the State Fire Marshal Codes, which are regulated and enforced by our local Alameda Fire Chief.

Applicable NFPA Fire System requirements:

NFPA	Frequency	Description	Test Monitor or Inspection
12.3.2.1	Quarterly	Control Valve	I
5.2.6	Quarterly	Alarm Devices	I
5.2.4.1	Quarterly	Gauges (Wet Pipe Systems)	I
5.2.2	Quarterly	Pipe and Fittings	I
5.2.1.3	Quarterly	Spare Sprinklers	I
12.7.1	Quarterly	Fire Department Connections	I
1.12	Quarterly	Alarm Valves- Exterior Inspection	I
12.6.1	Quarterly	Backflow Preventions	I
5.2.3	Annually	Hangers	I
5.2.3	Annually	Seismic Braces	I
5.3.3, 12.2.7	Annually	Alarm Devices (90 Secs)	T
12.2.6,12.2.6.1, 12.3.3.4	Annually	Main Drain Test	T
12.3.3.1	Annually	Control Valve- Position	T
12.3.3.1	Annually	Control Valve- Operation	T
12.3.3.5	Annually	Supervisory	T
2.14	Annually	Backflow Prevention Assembly	T
2.25		Sprinkler prior to 1920 Replace	T
12.3.4	Annually	Control Valve	M
25	Once	Hydraulic Nameplate	T

Alarm notices- Monitoring is schedule by means of a signaled receiving notification service by the service contractor. The contractor’s central system shall receive an alarm signal from owner system and shall notify the First Responsive Person. The First Responsive Person will be the Alameda Police Department who are identified as the 24-hour contact for the City of Alameda. The system is sensor based with no visual monitoring or site visits by the monitoring agency; as it pertains to NFPA 12.3.4. Monitoring services include other related tasks as Open/Close (O/C) reports, which are provided digitally and/or hard copies. Lease of equipment for selective sites with wireless cell phone technology are additional services, which the contactor shall provide.

Monitoring Services (Remote)

Address	Service	Frequency
950 W. Ranger	Intrusion	Monthly
950 W. Ranger	Fire	Monthly
2021 Alameda	Fire	Monthly
2021 Alameda	Intrusion	Monthly
1516 Oak	Intrusion	Monthly
1155 Santa Clara	Fire	Monthly
2226 Santa Clara	Intrusion	Monthly
788 Santa Clara	Fire	Monthly
1616 Fortmann	Intrusion	Monthly
1616 Fortmann	Fire	Monthly
2464 Santa Clara	Fire	Monthly
301 Jack London	Fire	Monthly
2203 Central Ave	Fire	Monthly
1590 Fortmann	Intrusion	Monthly
1590 Fortmann	Fire	Monthly
1590 Fortmann	O/C Reports	Monthly
1416 Oak	Fire	Monthly
1025 W Midway	Intrusion	Monthly
2263 Santa Clara	Fire	Monthly
2263 Santa Clara	Intrusion	Monthly
2263 Santa Clara (finance)	Intrusion	Monthly
2595 McCartney	Fire	Monthly
Building 494 - AP	Intrusion	Monthly
1555 Oak	Fire	Monthly
2021 Alameda (panel #2)	Intrusion	Monthly
2021 Alameda (panel #2)	Equip Lease	Monthly
2021 Alameda (panel #2)	Cell backup	Monthly
2021 Alameda (panel #2)	Extended Service	Monthly

Periodic Inspections

Address	Inspection Type	Frequency	Notes
2021 Alameda	Fire T&I	Semi-Annual	
Total			
301 Jack London	Fire T&I	Semi-Annual	Inspections required 2 times per year
	UL Certificate	Annual	Required on all new permits within the City of Alameda
Total			
1155 Santa Clara	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
2263 Santa Clara	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
2263 Santa Clara	Sprinkler	Quarterly	Quarterly inspections done 3 times per year (15 over entire term)
	Sprinkler	Annual	Annual Test done 1 time per year (5 over entire term)
	Sprinkler	5-Year	5-Year Certification (1 over entire term)
Total			
1416 Oak	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
788 Santa Clara	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
1616 Fortmann	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
950 West Mall	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
2595 McCartney	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
2595 McCartney	Sprinkler	Quarterly	Quarterly inspections done 3 times per year (15 over entire term)
	Sprinkler	Annual	Annual Test done 1 time per year (5 over entire term)
	Sprinkler	5-Year	5-Year Certification (1 over entire term)
Total			
1690 Fortmann	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
1555 Oak	Fire T&I	Semi-Annual	Inspections required 2 times per year
	Fire T&I	Semi-Annual	Inspections required 2 times per year
Total			
1555 Oak	Sprinkler	Quarterly	Quarterly inspections done 3 times per year (15 over entire term)
	Sprinkler	Annual	Annual Test done 1 time per year (5 over entire term)
	Sprinkler	5-Year	5-Year Certification (1 over entire term)
Total			
2203 Central Ave	Fire T&I	Semi-Annual	Inspections required 2 times per year

**Additional Inspections
(proposed)**

Address	Inspection Type	Frequency	Cost/EA	Amortized (over 5 years)
1616 Fortmann	Sprinkler	Quarterly		
1616 Fortmann	Sprinkler	Annual		
1616 Fortmann	Sprinkler	5-Year		
Total				
431 Stardust	Sprinkler	Quarterly		
431 Stardust	Sprinkler	Annual		
431 Stardust	Sprinkler	5-Year		
Total				
220 Aughinbaugh	Sprinkler	Quarterly		
220 Aughinbaugh	Sprinkler	Annual		
220 Aughinbaugh	Sprinkler	5-Year		
Total				
1155 Santa Clara	Ansul	Semi-Annual		
Total				
1555 Oak	Halon	Semi-Annual		
Total				
1690 Orion	Sprinkler	Quarterly		
1690 Orion	Sprinkler	Annual		
1690 Orion	Sprinkler	5-Year		
Total				
950 W Ranger	Fire T&I	Semi-Annual		
Total				
2226 Santa Clara	Fire T&I	Semi-Annual		
Total				

Service Description

Monitoring

1. Alarm notices
2. Open/ Close Reports
3. Intrusion
4. Fire System

Fire System compliance is the bulk of the agreement

1. Quarterly inspections- 3 times per year
2. Annual Test
3. 5 year Certification- one per indicate venue over the entire five-year contract
4. Semi-annual test are required 2 times per year for all systems
5. Hydraulic Nameplate

1. Alarm notices- Monitoring is schedule by means of a signaled receiving notification service by the service contractor. The contractor's central system shall receive an alarm signal from owner system and shall notify the First Responsive Person. The First Responsive Person will be the Alameda Police Department who are identified as the 24-hour contact for the City of Alameda. The system is sensor based with no visual monitoring or site visits by the monitoring agency; as it pertains to NFPA 12.3.4.
2. Open/Closed Reports- Monitoring services for entry codes enabling entry and closure of a given facility. Used to identify the authorized personnel by code and report the related activity to the City of Alameda.
3. Intrusion- Breaches of entries without permission from the authorizing agency at any given site or time. The alarm intrusion warnings are meant to identify a monitoring breach not necessary identifying a wrongful entry.
4. Fire System Monitoring- Consist of remote monitoring of the fire prevention system.
5. In compliance with NFPA 25 the requirement will hinge on the direction from the local Fire Chief.

Applicable NFPA Fire System requirements:

Inspections- Constitute a visual examination of equipment, devices and conditions assuring acceptable set standards established by regulating agency along with added measures by the City.

Inspections, Testing mandated by the National Fire Protection Administration and the State Fire Marshal Codes, which are regulated and enforced by our local Alameda Fire Chief are all covered within this agreement.

Documenting both acceptable statuses through a written report, memorizing the examination through means of a written official report. The report must state the satisfactory system conditions, the examiner, qualifications and mandates met on a standardized form by a certified fire system personnel. A non-satisfactory report shall accompany recommended repairs.

All inspections, testing and ongoing monitoring will identify deficiencies and make the recommended corrective actions and formal proposal to replace or repair deficiencies. All inspections repairs and testing of fire system will require the proper documentation from a certified agency/ personnel to conduct the required operation and remain compliant with mandates.

Special provisions: NFPA 25, hydraulic stand pipe Nameplate.

Pursuant to the Business and Professions Code § 7048, a State Fire Marshal "A" Licensed company may repair a water based fire protection system up to the \$500 limit for labor, materials, and all other items specified by the Contractors State Licensing Board.

Ansul Fire Suppression- ANSUL® extinguishing agent options include dry chemicals for conventional Class A-B-C fires; dry powder agents for Class D fires found in sodium, potassium and magnesium; and specialty agents for metal alkyls and lithium fires. One site is equipped with Ansul Fire Suppression, which requires annual testing.

Halon Fire Suppression- A carbon dioxide fire extinguisher will be most effective on Class B and C fires. Since the gas disperses quickly, this type of fire extinguisher is only effective from 3 to 8 feet. The carbon dioxide is stored as a compressed liquid in the fire extinguisher; as it expands, it cools the surrounding air. The cooling will often cause ice to form around the “horn” where the gas is expelled from the extinguisher. Since the fire could re-ignite, continue to apply the agent even after the fire appears to be out. One site is equipped with the Halon system, which requires annual testing.

Fire inspection not included in NFPA 25 but required by local inspections are Fire Extinguisher up to date compliance testing and labeling. Exit plan updates for any modifications to existing facilities

Record Keeping

All record keeping documentation shall represent a status and information required to meet the NFPA mandates at a minimum. Documentation shall consist of recording specifications, terms and conditions of the mandated testing, monitoring and inspections required of the City of Alameda. Including scope of work performed, the licensed inspector and the respective site, building. The document shall bare the Required Fire Marshal Certificate stating the type of system with all the current relevant information; testing, inspection or maintenance.

Upon award of contract:

The contractor shall review and revise the Alarm, Fire System Schedule as needed within forty-five (30) working days after notification of award. The following specific points shall be addressed in the Alarm Management Plan:

Management Objectives of the Plan: Establish a communication and accountability system between the contractor and the City of Alameda and clarify expectations of site visits, alarm response time monitoring and service frequency, timing and other issues;

Record keeping System: Describe data to be collected and provide a sample monitoring form designed to track relevant data on fire systems, facility locations, conflicts with scheduled work, needed repairs to the structures. This is to be submitted to the designate City agent on a monthly basis as minimal rate, more frequency as schedule with the City agent.

Quality Control Program

An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The checklist shall include every area of operation serviced by the Contractor as well as every task to be performed.

A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the City of Alameda points out the deficiencies.

A file of all inspections conducted by the Contractor and the corrective actions taken. Copies of this documentation shall be given to the City of Alameda at the time of inspection.

Monitoring data forms will be used to record the number of regulated inspections, monitoring and testing or other regulatory mandates revealed by the Contractor's monitoring program for each building. A sample monitoring form for inspections must be provided when submitting qualifications.

Monthly Meetings

The contractor will meet at a minimum of once per month with the City Agent to discuss management practices and contract implementation measures. The contractor will present the applications and concerns during the past months program.

Posting of Warning Notices Prior to Fire System Testing

The warning notice must be completely filled out, including time and date of service which can be no less than 48 hours in advance of posting of notices, and with a full contact notice.

Contractor conduct and schedule

The contractor shall notify the City of Alameda's Building Maintenance Supervisor at least 48 hours in advance of initiating routine service or inspections or as agreed to between both parties. It shall be the contractor's responsibility to carry out work according to the detailed contract and schedule developed for each site.

The contractor shall be responsible for coordination with the City of Alameda's Building Maintenance Supervisor at the beginning of each visit. The purpose of the visit is to review the plan and schedule and to receive information on problem areas needing corrective action.

The contractor shall observe all safety precautions throughout the performance of this contract.

Safety and Health

All work shall comply; with applicable state, county and municipal safety and health requirements.

Emergency Calls

On occasion the City of Alameda may request the contractor perform corrective, emergency service that is outside the scope of routine service activities. Emergency service will be requested verbally or in writing when the safety of the public or employees may imminently be threatened.

Program Evaluation

The City of Alameda reserves the right to evaluate the progress of this contract in terms of effectiveness and safety and to require such changes as are necessary. The contractor shall take prompt action to correct identified deficiencies.

Personnel Qualifications and Experience

The contractor shall provide only qualified personnel with experience in the conduct of inspections and monitoring and maintenance programs. The contractor must meet the following specific staff requirements:

This individual shall insure safety and carry out coordination and continuity of program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Inspection Plan and schedule for each facility.

Uniforms and Equipment

All personnel, while working in or on City of Alameda owned or leased property, shall wear distinctive uniform clothing. The uniform shall have the contractor's company name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor.

Reporting

The contractor will email the City agent a day before any work is slated for within this agreement. After hours or hours worked during the agent's absence will follow the same format.

Response Time:

The quantities of work to be done is approximate only, the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.

Building/Address	Service	Bid for Yearly Service
MASTICK SENIOR CENTER 1155 Santa Clara Avenue	Inspection	
MASTICK SENIOR CENTER 1155 Santa Clara Avenue	24 Hour Alarm Monitoring	
CITY OF ALAMEDA (ARPD) 2226 Santa Clara Avenue	24 Hour Alarm Monitoring	
CITY OF ALAMEDA BLDG 2 WING 2 1025 W. Midway	24 Hour Alarm Monitoring	
ALAMEDA POLICE EVIDENCE 1851 Monarch	24 Hour Alarm Monitoring	
VETERANS HALL 2203 Central Avenue	Inspection	
VETERANS HALL 2203 Central Avenue	24 Hour Alarm Monitoring	
CITY HALL WEST 950 W. Mall Square	Inspection	
CITY OF ALAMEDA BLDG 6 950 W. Ranger	24 Hour Alarm Monitoring	
ALAMEDA WEST END LIBRARY 788 Santa Clara Avenue	Inspection	
ALAMEDA WEST END LIBRARY 788 Santa Clara Avenue	24 Hour Alarm Monitoring	
CITY OF ALAMEDA CITY HALL 2263 Santa Clara Avenue	24 Hour Alarm Monitoring	
CITY OF ALAMEDA CITY HALL 2263 Santa Clara Avenue	Inspection	
CITY OF ALAMEDA CITY HALL 2263 Santa Clara Avenue	24 Hour Alarm Monitoring	
CITY OF ALAMEDA CITY HALL 2263 Santa Clara Avenue	Fire Inspection Charge	
ALAMEDA PUBLIC WORKS (MSC) 1616 Fortmann Way	Inspection	
ALAMEDA PUBLIC WORKS (MS) 1616 Fortmann Way	24 Hour Alarm Monitoring	
CARNEGIE BUILDING 2264 Santa Clara Avenue	24 Hour Alarm Monitoring	
ALAMEDA FIRE STATION #4 2595 Mecartney Road	Inspection	
ALAMEDA FIRE STATION #4 2595 Mecartney	24 Hour Alarm Monitoring	
CITY OF ALAMEDA BLDG 6 OFFICE 950 W Ranger	24 Hour Alarm Monitoring	
ALAMEDA POLICE DEPT 1555 Oak St	Fire Inspection Charge	
ALAMEDA POLICE DEPT 1555 Oak St	Inspection	
ALAMEDA POLICE DEPT 1555 Oak St	Inspection	
ALAMEDA POLICE DEPT	24 Hour Alarm Monitoring	

1555 Oak St		
CITY OF ALAMEDA 431 Stardust Place	Extended Service Protection	
CITY OF ALAMEDA 431 Stardust Place	24 Hour Alarm Monitoring	
CITY OF ALAMEDA 431 Stardust Place	Prime Cell	
CITY OF ALAMEDA/Parking Garage 1416 Oak St	Inspection	
CITY OF ALAMEDA/Parking Garage 1416 Oak St	24 Hour Alarm Monitoring	
CITY OF ALAMEDA/Parking Garage 1416 Oak St	Extended Service Protection	
THE CITY OF ALAMEDA/Bay Port 301 Jack London Ave	Fire Inspection Charge	
THE CITY OF ALAMEDA/Bay Port 301 Jack London Ave	24 Hour Alarm Monitoring	
THE CITY OF ALAMEDA/Bay Port 301 Jack London Ave	UL Certificate Fee	
ALAMEDA FIRE DEPT STATION #4 2595 Mecartney	Fire Inspection Charge	
CITY OF ALAMEDA/Fleet Garage 2040 Grand Street	24 Hour Alarm Monitoring	

TOTAL COST FOR 12 MONTH PERIOD

\$ _____

Signature of Bidder

Company Name and Phone Number, Please Print Legibly

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 4th day of January, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Maintenance, Monitoring, Testing, and Installation of Alarm Systems on an On-Call, As-Needed Basis. City staff issued a RFB on November 21, 2016 and after a submittal period of fifteen (15) days received NUMBER of timely submitted proposals. Staff reviewed the bids and selected the service provider with the lowest responsive, responsible bid per Administrative Order No. 5.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for the maintenance, monitoring, testing, and installation of alarm systems on an on-call, as-needed basis, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 4th day of January, 2017, and shall terminate on the 31st day of December, 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the Public Works Director or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager

may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
ATTENTION: Public Works Supervisor
Ph: (510) [747-7900] / Fax: (510) [521-8762]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
1616 Fortmann Way
Alameda, CA 94501

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE: It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance.

SEVERABILITY OF INTEREST: It is agreed that except with respect to the limit of insurance, this coverage shall apply as if each Additional Insured were the only insured and separately to each insured against whom claim is made or suit is brought

WAIVER OF SUBROGATION: It is understood and agreed that the company waives the right of subrogation against the above Additional Insured(s), but only as respects to the job or premises described in the Certificate attached hereto.

NOTICE OF CANCELLATION: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the Certificate Holder by mail. In the event the policy is canceled for non-payment of premium, 10 days written notice will sent to the above.

POLICY NUMBER:

COMMERCIAL AUTO, CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person or Organization:

Alameda Public Works Department
1616 Fortmann Way
Alameda, CA 94501

SAMPLE

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the Certificate Holder by mail. In the event the policy is canceled for non-payment of premium, 10 days written notice will sent to the above.