

**REQUEST FOR BID PROPOSAL**

**PEST CONTROL SERVICES  
WITHIN THE CITY OF ALAMEDA**

**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

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## I. INTRODUCTION

The City of Alameda ("City") is requesting bid proposals from qualified organizations to assist the City in the Pest Control Services for the City of Alameda.

### 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 pest control services for the City of Alameda.

### B. Purpose of the Request.

The City desires to obtain the services of an outside organization to help the City with the ongoing pest control services for the City of Alameda. The Pest Control Services contractor selected by the City of Alameda will provide assessment, evaluation, monitoring, recommendations and pest management services for buildings owned, occupied, leased or otherwise operated the by the City of Alameda. (*buildings listed under Scope of Services*). The contractor shall provide complete, inspection-based written evaluations of each building that identifies the presence of existing and/or reasonably potential pest populations and responsive pest management strategies, including preventative maintenance and sanitation measures. The contractor shall conduct regular monitoring and maintenance visits at sites with a history of pest populations exceeding an acceptable threshold, respond to emergency calls and advise the City of Alameda staff of the available strategies for management with an emphasis on long-term, mechanical, behavioral, administrative and preventive measures. The contractor will be responsible for informing appropriate staff of the need for maintenance, sanitation, or pesticide application. The contractor will be responsible for the completion of quality assurance forms. In addition, the contractor will provide trained personnel to educate City of Alameda staff as needed on the most effective means to achieve pest management in and around their workspace in accordance with IPM practices and policy.

## 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/](http://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](http://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 31<sup>st</sup> 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](mailto: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 contractor 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**

### **Scope of Work for Pest Control Operators**

#### **Introduction**

Conventional pest control techniques have relied extensively on the use of chemical pesticides, which contribute to ground and surface water contamination and create the potential for exposure to building occupants and visitors. **Integrated Pest Management** is the coordinated use of site-specific environmental and pest information with available pest management decision-making, prioritizing low hazard management options that emphasize prevention, monitoring and natural biological controls. IPM allows the appropriate use of the least hazardous selective pesticides only when non-chemical methods are ineffective. Thus, IPM is: a system utilizing multiple methods; a decision-making process; a hazard reducing system; information, education and training intensive; biologically based; cost effective; and site specific. An IPM program implements the following steps in order:

1. Establish site-specific pest management objectives.
2. Establish pest management action threshold levels.
3. Identify and implement behavioral modifications, including improved sanitation, and utilize pest prevention methods, such as structural modifications, that reduce food, water, and harborage, access and environmental conditions favored by pests.
4. Employ progressive non-chemical methods and techniques, including, but not limited to, pest monitoring and trapping. Non-chemical methods are emphasized.
5. Employ least hazardous progressive pesticide selection only when non-chemical methods are ineffective. Pesticides are used only when truly needed and when used within an IPM program.

#### **Scope of Service**

The contractor shall furnish all supervision, labor materials and equipment necessary to accomplish the monitoring and assessment, trapping, and other non-chemical methods, pest proofing, pesticide application, and pest removal components of the IPM program. The success of an IPM program relies on both verbal and written communication between the contractor and the City of Alameda staff on various topics as needed.

#### **Pests included**

- Insects and other Arthropods: These include ants, cockroaches, fleas, flies, midges, silverfish, spider, yellow jackets and other wasps and bees, and any other arthropod pest not specifically excluded from the contract.
- Mice, Rats, Birds and Other Vertebrates: The contractor shall also adequately suppress rats, mice and birds found inside and outside buildings. Individual vertebrates including feral cats, ground squirrels, raccoons, skunks, etc., located outdoors or indoors that are determined to be causing unacceptable property damage, nuisance or hazard, will also be the responsibility of the contractor. Pick-up and proper disposal of dead vertebrates is also included in this scope of work.

## **Pests excluded**

- Termites and other wood destroying organisms.
- Mosquitoes (mosquito abatement)
- Pests that primarily feed on outdoor vegetation unless they are invading a structure.
- Bats, snakes and all other vertebrates not listed above.
- Pests restricted to potted plants. The contractor shall notify the City of Alameda when the source of a pest problem originates in a potted plant.

## **Technical Specifications**

Upon award of contract:

The contractor shall review and revise the Pest Management Plan as needed within forty-five (45) working days after notification of award. The following specific points shall be addressed in the Pest Management Plan:

- A. Management Objectives of the Plan: Establish a communication and accountability system between the contractor and the City of Alameda and clarify expectations of pest treatment thresholds, monitoring and service frequency, timing and other issues;
- B. Design and Operations of Monitoring Program: Describe how traps and/or other devices will be used to locate and identify key pests, and assess their location and populations levels, and evaluate the effectiveness of tools and methods used in the IPM program;
- C. Record keeping System: Describe data to be collected and provide a sample monitoring form designed to track relevant data on pest location, population, harborage, trends in pest reduction, etc.
- D. Desirable Structural or Operational Changes: Identify pest-proofing activities or modification of staff operational methods or timing which would substantially facilitate the pest management effort;
- E. Description of IPM Methods and Products: Describe the non-chemical IPM methods (and chemicals if needed) that are proposed for use to solve the various pest problems occurring. Pesticides proposed for use by the plan must be selected from those listed on the "Our Water, Our World" Less-toxic Products List. Eligible pesticides must be designated in the Plan by the Environmental Protection Agency (EPA) accepted common name (generic name) and by Brand name, the area where they are proposed for use, and the rationale for each type of use;
- F. Evaluation System: Describe the process to be used to evaluate the efficacy of various methods and products used in the IPM program, and to make adjustments when needed to improve success.
- G. Pesticide applicators license(s): Copies of the Commercial Pesticide Applicators license for every representative who will be performing on-site under this contract. At the minimum, the Contractor shall submit licenses of two individuals, one acting as supervisor and the other acting as an alternate.

The Contractor shall coordinate with the City of Alameda to gain access to all necessary areas in order to conduct the inspection of the structures covered under the contract and to become informed of any sensitive areas requiring special safety precautions or other restrictions in order

to service each facility. These precautions or restrictions shall be adhered to and incorporated into the Contractors detailed plan and schedule for the building.

### **City of Alameda Employee and Consultant Training**

The Contractor shall conduct and/or assist with training on various IPM topics for City of Alameda employees as needed. Topics may include pest prevention, monitoring, record keeping, trapping, trap-count assessment, safety, risk evaluation of products, and pest biology and recognition. The Contractor shall confer with the Building Maintenance Supervisor to establish the training schedule and content. The City of Alameda has discretion over how often and with whom training takes place. The Building Maintenance Supervisor must approve the content and frequency of any training and maximum fees shall be established before any formal training commences.

### **Quality Control Program**

Within thirty (30) working days after notification of award, the Contractor shall review and revise as necessary the Quality Control Program Plan.

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

### **Inspection Monitoring**

Inspection refers to one-time visits to a site to assess active or potential pest problems. Monitoring refers to repeated inspections of a site to detect pest presence, assess pest population levels correlated with damage or annoyance (=action levels), identify conditions supporting pests, and evaluate effectiveness of treatments.

A monitoring program will be implemented after an inspection indicates a need to identify infested zones and allow an objective assessment of pest population levels. In cooperation with the City of Alameda's Building Maintenance Supervisor, the Contractor shall use monitoring data and occupant feedback to establish site-specific treatment action levels for each pest. Treatments will be applied only when the action level is reached. Monitoring will continue on an as-needed basis throughout the duration of this contract.

Monitoring data forms will be used to record the number of pests or other indications of pest population levels revealed by the Contractor's monitoring program for each building (i.e. the number and location of ants sighted; number and location of rodents snap-trapped or carcasses removed). A sample monitoring form for ants must be provided when submitting qualifications.

### **Definition of the Establishment of Pest Treatment Action Level**

In IPM programs, tolerance levels for pest presence are established for specific sites and pest problems. This approach provides a realistic and cost effective level of effort for pest control services.

Action levels are site specific because tolerance for pest presence varies in different sites and situations. For example, a sighting of one mouse in an office building may trigger immediate treatment, while the sighting of one mouse in a warehouse may be considered tolerable; however sightings of three mice in one week may trigger treatment action.

Monitoring is also used to evaluate the effectiveness of pest control treatments. For example, if trap counts indicate that roach numbers remain at or below the tolerance level, treatments are effective. If roach numbers rise, treatments are not effective and modifications in treatment approach need to be made (e.g. improved sanitation, applying boric acid in wall voids, etc).

### **Non-Pesticide Products and Use**

The contractor shall use non-pesticide methods of control whenever possible. For example:

- Caulking will be used to eliminate cracks and crevices where roaches hide;
- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of roach infestations, ants and for control of spiders in webs;
- Sticky traps shall be used to guide and evaluate indoor pest control efforts whenever necessary.

### **Pesticide Products and Use**

The contractor shall be responsible for the safe use of pesticides. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The non-target environment and the public shall be protected from pesticide exposure at all times.

Pesticide applications shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless monitoring indicates the presence of pests in that specific area. An actual specimen of an insect pest or active signs of it must be seen by the Contractor before pesticides are applied.

**When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.** Attributes of least hazardous pesticides include low acute and chronic toxicity and low volatility and mobility. Examples of pesticides meeting these criteria include: boric acid, diatomaceous earth, hydramethylnon, insecticidal soap, and natural pyrethrins without piperonyl butoxide (PBO).

When pesticides must be used to manage ants, cockroaches and other insects, bait formulations in tamper resistant packaging shall be used whenever possible. When bait formulations are not effective, the contractor shall, as a general rule, apply all insecticides as crack and crevice treatments, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments, the contractor will seal cracks and crevices with caulk or other products approved by the City of Alameda. This will be considered part of routine pest management.

The contractor shall obtain the approval of the City of Alameda prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The contractor shall take all necessary precautions to ensure the City of Alameda employee's safety and to ensure containment of the pesticide to the site of application. The contractor shall follow procedures of notification of pesticide application as detailed on page 5 under the heading of Posting of Warning Notices Prior to Pesticide Application.

Preventative pesticide treatments inside and outside areas where monitoring indicates a potential insect or rodent infestation generally are not acceptable. In exceptional circumstances, preventative pesticide treatments may be allowed on a case-by-case basis. The contractor must substantiate the need indicating areas for preventative treatment in the Pest Management Plan for the building, and listing the preventative treatment methods of application. Each preventative treatment is subject to the approval of the City of Alameda and permission can be withdrawn at any time.

#### **Posting of Warning Notices Prior to Pesticide Application**

If it is agreed that a pesticide must be applied, the contractor shall provide the City of Alameda with the following:

- The name of the pesticide (both chemical and brand name);
- Sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS for placement at all entrances to the building. The warning notice must be completely filled out, including time and date of application which can be no less than 48 hours in advance of posting of notices, and with a fully legible re-entry time.

#### **Structural Modifications and Operational Changes**

The contractor shall recommend and describe site-specific solutions to pest management issues, including structural and operational changes, for observed sources of pest food, water, harborage, and pest access at the time of inspection. The contractor is required to carry out minor structural pest prevention modifications or services such as caulking, as part of the pest management effort or as deemed necessary by the City of Alameda. More extensive structural modifications are not the responsibility of the contractor. Examples include caulking extensive networks of cracks or replacing door thresholds. The contractor shall be responsible for notifying the City of Alameda in writing about any extensive structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

## **Record Keeping**

The contractor shall be responsible for maintaining a Pest Control Logbook or File for each building or site specified in this contract. These records shall be kept in a place designated by the City of Alameda and maintained on each visit by the contractor. The contractor shall maintain a duplicate logbook at his/her office. Each logbook or file shall contain at least the following:

- A. A copy of the Pest Management Plan and service schedule for the property;
- B. A list of all pesticides used including trade name and name of active ingredients.
- C. MSDS for each pesticide product used at that site;
- D. Copies of monitoring data, maintained on a form provided by the contractor. Data shall include at a minimum: date, identity and location of pest sightings, relative number of pests, treatment actions (if any), and results of treatments;
- E. Work order forms used to advise the City of Alameda of structural service recommendations.
- F. The contractor's service report forms, documenting arrival and departure time of the contractor's service representative performing the service, and all record keeping information on pesticide application required by statute. These report forms may incorporate some or all of the pest surveillance data required above. The service report form shall be signed off by the City of Alameda's Building Maintenance Supervisor and a copy placed in the logbook at the conclusion of each service visit. A sample service report form shall be included with the submittal of qualifications.
- G. Any other pertinent information.

## **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. It shall be the contractor's responsibility to carry out work according to the detailed Pest Management Plan and schedule developed for each property.

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. Certain areas within some buildings may require special instructions for people entering the building. The City of Alameda's Building Maintenance Supervisor will explain any restrictions associated with these special areas. The contractor shall adhere to these restrictions and incorporate them into the Pest Management Plan for the specific building or site.

## **Safety and Health**

All work shall comply with applicable state, county and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

### **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 health and safety of the public or employees may be imminently threatened by any pest. The contractor shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event that such service cannot be completed within one (1) working day, the contractor shall immediately notify the City of Alameda and indicate an anticipated completion time. If the stated anticipated completion time cannot meet the emergency needs of the City of Alameda, the City of Alameda may contract on a temporary basis with another pest management company to complete the emergency service.

### **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.

## **REQUEST FOR CONTRACTOR QUALIFICATIONS**

The contractor must meet the following mandatory requirements in order to be eligible to submit a quote for pest management service and shall provide verification of such.

### **Licenses and Certification**

- The contractor must hold a valid Branch 2 (General Pest) license issued by the State of California Structural Pest Control Board.
- The Contractor must hold a valid business license.
- The Contractor will be required to obtain a City of Alameda Business License upon award of the contract

The contractor's licenses must not currently be under probation or suspension as set forth by the State of California, Department of Consumer Affairs or, Structural Pest Control Board. The contractor must include copies of all licenses referred to in this section, showing that they are in good standing. A statement from the Structural Pest Control Board certifying that any and all violations documented in the last 5 years from the date issuance have been addressed to the satisfaction of state regulators must accompany the licenses.

### **Professional Experience Requirements**

The contractor must furnish evidence of compliance with the following requirements.

- The contractor must have worked in the professional pest control business handling industrial, commercial, and institutional accounts for at least five (5) years.
- The contractor must have knowledge of and experience in using IPM concepts, methods, and products, and must have a verifiable record of providing such services for at least two (2) years.

- The contractor must submit a list of at least three (3) references (including names and telephone numbers) for work comparable to that discussed in these specifications, which has been completed during the last two (2) years of is currently in progress (all work references shall specifically reflect IPM methods).

### **Personnel Qualifications and Experience**

The contractor shall provide only qualified pest management personnel with experience in the conduct of IPM programs. All on-site personnel must understand current practices in this field and be able to make judgments regarding IMP techniques. The contractor must meet the following specific staff requirements:

1. On Site Supervisor: An on-site supervisor and alternate, each with a minimum of two (2) years recent, full-time paid employment in the pest control profession must be identified. The Supervisor holds the Contractor's authority to act on matters pertaining to the performance of services required under the contract. 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 Pest Management Plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below under "Pest Management Technicians"
2. Pest Management Technicians: Through the life of the contract all personnel providing on-site pest management services must be certified in the appropriate categories as commercial pesticide applicators in the category of structural pest control. No uncertified personnel will be permitted to work on-site. In addition, pest management technicians assigned to City of Alameda facilities by the contractor must possess a working knowledge of the biology and behavior of problem pests and methods for reducing or eliminating food, water and harborage of same: experience using non-chemical pest control methods: proper and safe use of least toxic pesticides and of non-volatile formulations, including baits, gels, and dusts/powders. It is desirable, but not mandatory, that the contractor's technicians have at least two (2) years recent full-time paid experience in professional pest control, with experience in facilities similar to those maintained and operated by the City of Alameda.

The contractor shall provide the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualification, experience and training. Any employee found to be unqualified for the position to which he/she is assigned will be removed by the contractor and replaced immediately with a qualified employee at no additional cost to the City of Alameda.

### **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.

Protective clothing, equipment, and devices shall at a minimum, conform to the standards of the California Department of Pesticide Regulation, the pesticide label, and the Occupational Safety

and Health Administration. Vehicles used by the contractor must be clearly marked and identified in accordance with state and local requirements.

**Staff Training**

IPM is a rapidly developing field and continuing education and training is needed to insure pest management personnel remain current in IPM technology, changing laws and regulations, and new products. The contractor shall describe his/her in-house IMP training program for technicians and other relevant personnel. If appropriate, list other IPM relevant sources of training or hands-on IPM experience offered to company personnel within the prior two years. The contractor shall also describe the company’s Health and Safety program for employees and site occupants.

1. **“Pest Control Services”** is to include all of the following:
  - a. Inspections (IN) – formal or official viewing or examination: the act of inspecting or viewing, especially carefully or critically and making note of required actions.
  - b. Baiting/Traps (BT) - stimulus, spur, incitement; attraction, lure, capture, retain.
  - c. Exclusion/Barriers (EB) - anything that restrains or obstructs progress, access, any natural barriers or repairs of structure or obstacle as it relates to pest control.
  - d. Perimeter maintenance (PM) - the task of using all available methods to manage and regulate pest breaches and contained within a threshold around the premise.
  - e. Treatment (TR) - management in the application of pesticide subjection to some agent or action as it relates to pest control.

Pest control services will be provided at the following locations and frequencies.

Item	Building	Frequency
1	Bay Farm Library 3221 Mecartney Road	Six times per year (ODD months)
2	Building 134, Gymnasium 1101 W. Redline Avenue	Six times per year (ODD months)
3	Building 60, Officers Club 641 W. Redline Avenue	Six times per year (ODD months)
4	Building 397, Storage 1690 Orion Street	Six times per year (ODD months)
5	Building 76, Swimming Pool 1101 W. Redline Avenue	Six times per year (ODD months)
6	Building 522, Training Center 431 Stardust Place	Six times per year (ODD months)
7	Building 2, Wing 2 1025 W. Midway Avenue	Six times per year (ODD months)
8	City Hall West 950 W. Mall Square	Six times per year (ODD months)
9	Godfrey Park Recreation Center 281 Beach Road	Six times per year (ODD months)
10	Krusi Park Building 900 Mound Street	Six times per year (ODD months)

11	Leydecker Park Recreation Center 3225 Mecartney Road	Six times per year (ODD months)
12	Lincoln Park Recreation Center 1450 High Street	Six times per year (ODD months)
13	Longfellow Park Recreation Center 520 Lincoln Avenue	Six times per year (ODD months)
14	Mastick Senior Center 1155 Santa Clara Avenue	Six times per year (ODD months)
15	Tillman Park Building 220 Aughinbaugh Way	Six times per year (ODD months)
16	Washington Park Building 740 Central Avenue	Six times per year (ODD months)
17	West End Library 788 Santa Clara Avenue	Six times per year (ODD months)
18	Woodstock Park Recreation Center 351 Cypress Street	Six times per year (ODD months)
19	Bayport	Six times per year (ODD months)
20	Ferry Terminal 2990 Main Street	Six times per year (ODD months)
21	Fire Station No. 5 950 W. Ranger Avenue	Six times per year (ODD months)
22	Maintenance Service Center 1616 Fortmann Way	Six times per year (EVEN months)
23	Recreation & Park Building 2226 Santa Clara Avenue	Six times per year (EVEN months)
24	Carnegie Library 2264 Santa Clara Avenue	Six times per year (EVEN months)
25	City Hall 2263 Santa Clara Avenue	Six times per year (EVEN months)
26	Fire Station No. 1 2401 Encinal Avenue	Six times per year (EVEN months)
27	Fire Station No. 2 635 Pacific Avenue	Six times per year (EVEN months)
28	Fire Station No. 3 1709 Grand Street	Six times per year (EVEN months)
29	Fire Station No. 4 2595 Mecartney Road	Six times per year (EVEN months)
30	Franklin Park Building 1432 San Antonio Avenue	Six times per year (EVEN months)
31	Littlejohn Park Building 1401 Pacific Avenue	Six times per year (EVEN months)
32	McKinley Park Recreation Center 2165 Buena Vista Avenue	Six times per year (EVEN months)
33	Police Admin Building 1555 Oak Street	Six times per year (EVEN months)

34	Veterans Memorial Building 2203 Central Avenue	Six times per year (EVEN months)
35	Maintenance Service Yard 1616 Fortmann Way	Twelve times per year (EVERY month)
36	Main Library 1550 Oak Street	Twenty-four times per year (TWICE per month)

2. **Integrated Pest Management (IPM)** methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests.

Pests included:

Insects and other Arthropods: These include ants, cockroaches, fleas, flies, midges, silverfish, spider, yellow jackets and other wasps and bees, and any arthropod pest not specifically excluded from the contract.

Pests excluded:

- Pests that primarily feed on outdoor vegetation unless they are invading a structure.
- Bats, snakes and all other vertebrates not listed above.
- Pests restricted to potted plants. The contractor shall notify the City of Alameda when the source of a pest problem originates in a potted plant.
- notices, and with a fully legible re-entry time.

3. **Office Style Location Coverage Requirements:**

Contractor will visit each property to inspect, maintain, and/or service the interior and exterior of the associated facility for Pest Control Service to include but not be limited to the following:

- Ten foot perimeter around facility
- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Trash Collection Areas
- Basement Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits
- Accessible structural voids
- Garage & Parking Areas

4. **Corrections/Jail/Police Admin/Fire Station Style Location Coverage Requirements:**

Contractor will visit each property to inspect, maintain, and/or service the interior of the associated facility for Pest Control Service to include but not be limited to the following:

- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Dormitory Areas
- Basement Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits
- Accessible structural voids

5. **Any ant trails** shall be followed to the source and exterminated/controlled. Contractor shall provide ant bait stations for interior ant infestation.

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Yearly Price
1.	240 Each	Pest Control Services	\$	\$
2.	12 Hours	Monthly Meetings	\$	\$
3.	12 Each	Termite Control	\$	\$
4.	12 Each	Mammal Trapping	\$	\$
5.	12 Each	Bee Control	\$	\$
<b>TOTAL COST FOR 12 MONTH PERIOD</b>			\$	

Signature of Bidder

Company Name and Phone Number, Please Print Legibly

Exhibit A-1  
**City of Alameda Contractor Verification Form**  
**Implementation of City of Alameda Integrated Pest Management Policy**

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

\_\_\_\_\_  
City Departmental Representative

\_\_\_\_\_  
Contractor Representative

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Department

\_\_\_\_\_  
City Contractor

Exhibit A-2  
**City of Alameda Pest Management Contractor Checklist:  
Pest Management Options Considerations**

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Biological controls (e.g., natural enemies or predators)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: \_\_\_\_\_  
\_\_\_\_\_

(6) Other chemical controls

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Contractor

EXHIBIT B

**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: Pest Control Services within the City of Alameda. 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 pest control services within the City of Alameda, 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 31<sup>st</sup> 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 7<sup>th</sup> 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

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of 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 be 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: **SAMPLE**  
Alameda Public Works Department  
1616 Fortmann Way  
Alameda, CA 94501

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.