

REQUEST FOR QUOTATIONS

ALAMEDA MAIN STREET FERRY TERMINAL SECURITY/PATROL SERVICES

CITY OF ALAMEDA

November 30, 2017

Important Dates:

Quotation Due Date: December 14, 2017
Award of Agreement: December 19, 2017
Projected Start Date: January 1, 2018

Contact:

Jeanette Navarro, Senior Clerk
City of Alameda, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7932
Fax: (510) 769-6030

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Attachment

Exhibit A:

- Based Bid Work Scope, and Add Alternative Work Scope
- Patrol Area Maps:
 - Guard Patrol Area #1, 2990 Main Street
 - Guard Patrol Areas #1 (2990 Main Street) and Guard Patrol Area #2 (O'Lot)

Exhibit B: Bidder Quotation

- Base Bid Work Scope Quotation /Tables 1, 2, 3.
- Add Alt Work Scope Quotation/Tables 4, 5, 6.

Exhibit C: Compensation

Exhibit D: Sample Service Provider Agreement

I. INTRODUCTION

The City of Alameda ("City") is requesting quotations from qualified organizations to assist the City in the Alameda Main Street Ferry Terminal Security/Patrol Service.

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 organization will provide unarmed, uniformed security guard service at the Main Street Ferry Terminal and adjacent parking lots.

B. Purpose of the Request.

The City desires to obtain the services of an outside organization to help the City by providing unarmed, uniformed security guard service at the Main Street Ferry Terminal and adjacent parking lots.

C. Rights Reserved by the City.

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this Request for Quotation:

- Issue addenda to the RFQ
- Request additional information and/or clarification from the bidders.
- Extend the deadline for submitting bids.
- Permit the timely correction of errors and waive minor deviations.
- Withdraw this RFQ.
- Reject any or all bids.
- Award the Service Provider Agreement to a bidder without further discussion or negotiation
- Award contract for Base Bid only or award contract to same bidder for both base bid and Add Alternative 1.
- Issue subsequent requests for bids based on refinements of concepts proposed in response to this RFQ.
- Take any other action it deems in its interest including but not limited to revisions to service provider agreements.

This RFQ shall not be construed by any party as an agreement of any kind between the City and such party.

Bids must comply fully with the requirements detailed in this RFQ, including all attachments and addenda to the RFQ. Required supporting documentation must be included and must be appropriately identified. Incomplete bids; bids containing errors, inconsistencies, false, inaccurate or misleading information; bids not submitted with the proper quantity of copies; or bids with other process or content errors or deficiencies may be rejected by the City.

Submission of a bid shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFQ, and the Service Provider Agreement for Alameda Main Street Patrol Guard Service, as appropriate, unless an exception to particular terms and conditions is expressed in writing in the bid. Submittal of a bid signifies bidder's commitment to provide the bid services if selected. The bids are firm for a period of 120 days from the date the bid is submitted. Bids responding to this RFQ may not be altered after submission, except in response to City's request for clarification.

The City shall have the right (but not the obligation) to perform, and each bidder must agree to cooperate with, an investigation and review of each bidder's ability to perform the work required. Such cooperation by bidders shall apply not only to the verification of the bidder's capability and experience in the provision of services but also to the provision of any other component of work which may be required under this procurement.

II. SCOPE OF SERVICES

Bidders are required to submit quotations for both the Base Bid Work Scope and the Add Alternative Work scope as described in Exhibit A. The Work Scopes are:

Base Bid Work Scope: To provide guard service only for the Main Street Ferry Terminal and adjacent parking lots as shown on Exhibit A, Area #1. Terminal address is 2990 Main Street.

Add Alternate Bid (+O'Lot): To provide guard services for both the Main Street Ferry terminal and adjacent parking lots (Base Bid) and for the O'Lot. The O'Lot is a fenced paved and lit 131 parking space lot located on the south side of Main Street approximately ¼ mile west of 2990 Main Street as shown on Exhibit A, Area #2.

If you have any questions, please contact:

Jeanette Navarro, Senior Clerk
City of Alameda, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7932
Fax: (510) 769-6030
jnavarro@alamedaca.gov

III. QUOTATION FORMAT

All Quotations shall include the following minimum information:

A. Proposed Project Schedule.

The project is anticipated to start on January 1, 2018 and be completed by December 31, 2018.

The City shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Bidder to carry out orders given, or to perform any of the provisions of the work. The Bidder shall immediately obey such orders of the Owner and shall not resume the work until ordered in writing by the Owner.

IV. BID REQUIREMENTS

This section includes an outline for the bid as well as specific requests for information to be included in each section of the bid. The bidder is to provide all information required in this section as part of its bid. Bidders shall use the following outline when completing their bids.

1. Cover Letter: Must be signed by the designated representative who is authorized to bind the bidding company. Cover letter should: i) identify the bid as a response to the RFQ for Alameda Main Street Ferry Terminal Patrol Services, ii) acknowledge that the Bid is good for 120 days from December 14, 2017, iii) provide a company contact person, iv) specify the bid amount, and v) state that the individual signing the letter is authorized to bind the bidding company.
2. Bidder Approach/Bid Amount Calculation:

Base Bid Work Scope:

- Approach: Describe how Bidder will meet work scope requirements.
- Complete Tables 1, 2 and 3. (Exhibit B)

Add Alternative Work Scope:

- Approach: Describe how Bidder would provide patrol guard services for both Guard Patrol Area #1 and Patrol Guard Area #2. Example: Bidder might propose that one guard moving on a prescribed schedule could provide guard services for both areas. Bidder would then describe how one guard would move from patrol area to patrol area (walk, bike, motorized cart, etc.) and how many complete circuits of each patrol area would be complete per hour.
- Complete Tables 4, 5, and 6. (Exhibit B)

3. Description of Bidder's Experience

Bidder shall submit a detailed description of the experience of the organization/team detailing their experience providing patrol guard services. Bidder must have a minimum of two (2) years continuous, and continuing recent experience providing patrol guard services. Bidder must include required customer references.

Failure to provide all required information may be grounds for rejection of a bid.

V. SELECTION PROCESS

A. Qualifications.

All quotations received by the due date will be evaluated by the City. Only information which is received in response to the RFQ will be evaluated.

B. Selection Criteria.

The City will select the most qualified Quotation. A sample agreement is attached. Quotations will be rated based on the exceptions taken to the proposed contract. The City reserves the right to reject all Quotations.

C. Proposed Selection and Project Schedule.

Quotation Due Date: December 14, 2017
Award of Agreement: December 19, 2017
Projected Start Date: January 1, 2018

VI. QUOTATION DUE DATE AND DELIVERY

A sealed "Request for Quotation" clearly marked with the project name "Main Street Ferry Terminal Security/Patrol Services" and including any Addendums must be received at the Public Works address below no later than:

2:00 p.m. on Thursday, December 14, 2017

Note that a "Request for Bid" must include both a bid for "Base Bid Work Scope" and a bid for "Add Alternative Work Scope" as described in Exhibit A. Any submitted Quotation not including both a bid for the "Base Bid Work Scope" and a bid for "Add Alternative Work Scope" will be rejected as non-responsive.

All "Requests for Quotation" received by the due date above will be date and time stamped. Quotations will not be accepted after this time. Quotations should be addressed to:

Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
Attention: Jeanette Navarro

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

VII. CONDITIONS OF REQUEST

A. Minimum Qualifications:

Successful bidder must have a minimum of three (3) years recent continuous and continuing experience providing unarmed, uniformed security guard services. Bidder's must submit references from at least three (3) firms that bidder has provided security services to for at least one (1) year of continuous, and continuing security service. Bidder must have an operating dispatch office seven (7) days per week from 8:00 AM to 5:00 PM and emergency response communication capability on weekends, holidays and after hours. All security guards must possess cards issued by the California Bureau of Security and Investigative Services, Department of Consumer Affairs. All security guards must be bonded.

B. General Conditions.

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

Any changes to the Quotation requirements will be made by written addendum sent by email.

C. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for Quotations. 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 Quotation 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.

D. Oral and Written Explanations

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after the award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one bidder will be provided to all bidders who received Requests for Quotations.

E. Standard Service Provider Agreement.

A sample service provider agreement has been provided in Exhibit D for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the service provider agreement, these should be identified specifically and with the quotation; 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 Quotation. The service provider agreement will not be executed by the City without first being signed by the bidder.

F. Permits and Licenses.

Bidder, and all of bidder's subservice providers, 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.

G. Bidder's Representative.

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

H. Award of Contract

The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best Quotation and whose Quotation best complies with all requirements described herein. The City reserves the right at its sole discretion to reject all bids, award a contract for "Base Bid Work Scope" only, or award a contract for both

the “Base Bid Work Scope” and the “Add Alternative Work Scope”. The award, if made, will be made within fifteen days after the opening of the bids.

Attachments

Exhibit A:

- Based Bid Work Scope, and Add Alternative Work Scope
- Patrol Area Maps:
 - Guard Patrol Area #1, 2990 Main Street
 - Guard Patrol Areas #1 (2990 Main Street) and Guard Patrol Area #2 (O’Lot)

Exhibit B: Bidder Quotation

- Base Bid Work Scope Quotation /Tables 1, 2, 3.
- Add Alt Work Scope Quotation/Tables 4, 5, 6.

Exhibit C: Compensation

Exhibit D: Sample Service Provider Agreement

EXHIBIT A

- Based Bid Work Scope, and Add Alternative Work Scope
- Patrol Area Maps:
 - Guard Patrol Area #1, 2990 Main Street
 - Guard Patrol Areas #1 (2990 Main Street) and Guard Patrol Area #2 (O'Lot)

**EXHIBIT A:
Base Bid Work Scope
Add Alternative Work Scope**

Service Provider shall, at the City's sole discretion, provide patrol guard services for one or both of the following:

Base Bid: To provide guard service only for the Main Street Ferry Terminal and adjacent parking lots as shown on Exhibit A, Area #1. Terminal address is 2990 Main Street.

Add Alternative Bid (+O'Lot): To provide guard services for both the Main Street Ferry terminal and adjacent parking lots (Base Bid) and for the O'Lot. The O'Lot is a fenced paved and lit 131 parking space lot located on the south side of Main Street approximately ¼ mile west of 2990 Main Street as shown on Exhibit A, Area #2.

Work scope for Base Bid and for Add Alternative

The unarmed patrol guard shall perform all reasonably necessary services to assure the safety and protection of the Alameda Ferry Terminal and adjacent parking lots (Base Bid) and if awarded by City provide the same protection for the O'Lot. Guard will not patrol any water side facilities. Guard will provide protection for real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, vandalism and trespass. The patrol guard will patrol the ferry terminal building including the interior of the rest room facilities, the concrete area surrounding the restroom facility building and both the paved and unpaved parking areas. When patrolling the parking lots, the patrol guard will walk in the traffic lanes, not between vehicles. The patrol areas for both the Base Bid and Add Alternative Bid are shown on Exhibit A as Area 1 (Base Bid) and Area 2 (O'Lot). The patrol guards will maintain a visible presence throughout their shift and shall not leave the terminal patrol area during lunch breaks. Except during their breaks, security personnel are not permitted to read books, magazines, newspapers, or use personal cell phones for purposes not related to facility security functions, etc.

Service Provider shall furnish all labor, uniforms, badges, communication devices, and other supplies to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth below. Security guards must have a photo identification card with them whenever they are on duty. On duty patrol guards must have a photo identification badge visible at all times.

Patrol Wand System: Service Provider shall provide a patrol wand capability at the Main Street Ferry Terminal. Service Provider shall provide all equipment necessary to enable patrol guards to record their patrol activities. City at its sole discretion shall determine the location and number of patrol wand stations (bar codes) around and in the patrol area. Service Provider will be responsible for the patrol wand.

Service Provider shall provide City with a patrol wand report every two weeks, covering the previous two weeks of guard activities. The patrol wand report must detail the patrol guard activity by hour, by day and by guard. Service Provider shall provide additional reports within five (5) days of written requests by City for additional reports.

Service hours: The City may, from time to time and at its sole discretion, change patrol guard service hours. City will notify Service Provider of service hour changes at least five (5) working days prior to the implementation of the requested schedule change. Required patrol guard service days are specified in Table 1 below.

TABLE 1

Holiday	Patrol Guard Schedule
New Year's Day	No Guard
Martin Luther King Day	weekday
Presidents' Day	weekend
Easter Sunday	weekend
Memorial Day	weekend
July 4	weekend
Labor Day	weekend
Columbus Day	weekday
Veterans Day	weekday
Thanksgiving Day	No Guard
Christmas Day	No Guard

Required patrol guard hours are specified in Table 2 below:

Table 2

Period	Guard Hours
November through April:	
weekdays	10 AM to 8:00 PM
weekends	10AM to 6:00 PM
May through October:	
weekdays	10 AM to 8:00 PM
weekends	10 AM to 8:00 PM

Communication: Service Provider and assigned Ferry Terminal patrol guards shall establish and maintain a working relationship with the Alameda Police Department, City of Alameda Ferry Manager, ferry operator's dispatch, and ferry crews.

Service Provider's patrol guards shall have a cell phone at all times they are on duty at the ferry terminal. Cell phones will be used only for the following purposes:

1. Emergency: guard shall call:
 - a. Alameda Police Department
 - b. Blue and Gold Fleet Dispatch (ferry operator) at 415-705-8205); and
 - c. WETA at 415-291-3377.

2. Maintenance Concerns: Guard shall call:
 - a. WETA Operations Manager at 415-291-3377. Maintenance concerns include but are not limited to: a) the need to clean rest room facilities and/or provide paper products; b) the occurrence of vandalism or other damage to rest room or other facilities; c) presence of graffiti; d) trash can over flow; e) broken glass, pot holes or other parking lot problems; f) burned out lights; g) the need to replenish ferry brochures or other collateral materials in the ferry terminal brochure rack. The patrol guard shall notify the Ferry Manager of the existence of these needs on a daily basis as the guard observes them.

3. To respond to calls from the ferry operator and from the Ferry Manager. At the request of the Blue and Gold Fleet (ferry operator) or WETA Operations Manager, patrol guards will notify waiting ferry passengers of ferry service delays or convey other information as requested by the ferry operator or by the Ferry Manager.

Contact Numbers:

Alameda Police Department	510-337-8340
Blue and Gold Fleet Dispatch	415-705-8205
WETA Office	415-291-3377

Patrol Schedule:

- (1) Upon arriving at the Ferry terminal for work, the guard will swipe the wand at the ferry terminal locked passenger gate. This will establish the guard's work starting time.
- (2) Guard's will immediately check the restrooms and make one tour of the parking lot, starting at the terminal building.
- (3) Each patrol will begin and end with the guard's swiping the patrol wand station at the ferry terminal building.

- (4) The guard will make a complete transit of patrol areas twice every hour. The sequence by which the patrol guard visits each patrol area should be varied throughout the shift, with the scanning path differing with every rotation with the exception of beginning and ending patrol wand stations described above. Patrol areas are outlined in Exhibit A here attached.

Restroom facilities (Base Bid Requirement): Patrol guard personnel will inspect the facilities only when the facilities are not occupied. Prior to entering the rest room facilities, patrol personnel will clearly announce that he/she is going to enter for inspection purposes.

Emergency Notification: Security personnel shall contact the Alameda Police Department (APD) and the Ferry Manager in the case of any suspicious packages, objects or persons being observed in the restricted area of the terminal. Security personnel shall wait for the arrival of the APD to check out the situation. Emergency conditions including, not limited to, theft, vandalism, passenger/pedestrian injury and/or other crimes shall be reported to the APD and the Ferry Manager. In addition, security personnel shall contact the Ferry manager for maintenance emergencies. This includes, but is not limited to potholes, dangerous floor surfaces, plumbing or electrical failure. Record of these emergencies will also be filed with Service Provider.

Ferry Terminal Lock Box: City shall provide Service Provider with two keys to the lock box. Service Provider shall be responsible for the keys and shall replace keys that are lost or stolen or damaged while in the possession of Service Provider's staff. Service Provider shall replace lost, stolen or damaged keys within 14 calendar days of written notification by Service Provider or City that a key has been lost, stolen or damaged while in possession of Service Provider's staff.

Cell Phone Storage: City will provide a storage location for cell phones at the Ferry Terminals. The City is not responsible for Service Provider cell phones stored at the ferry terminals. Service Provider will provide the guard cell phone number(s) to the Ferry Manager, Alameda Police Department and to Ferry Service Operator's dispatch. City is not responsible for any Service Provider supplied cell phone which is lost, stolen or damaged by Service Provider staff or that is lost, stolen or damaged while stored at the Ferry Terminals. Cell phone costs beyond the daily fee are the responsibility of the Service Provider.

Parking Enforcement: Security personnel shall notify the Alameda Police Department of parking problems that obstruct or hinder access to or from the parking areas. Security personnel are not parking enforcement officers.

Suspicious Individuals: Service Provider patrol guards shall notify Alameda Police Department of any suspicious individuals, transients, panhandlers or vagrants encountered in the public access areas, who may constitute a danger to the ferry riding public or to ferry terminal facilities.

Breaks: Personnel are allowed one half-hour lunch break per shift in excess of 6 hours. This lunch break must be taken at a time when security sweeps and attendance at the gate are not scheduled. Personnel are allowed two (2) 15-minute breaks per eight (8) hour shift. These breaks must not interfere with security sweeps or attendance at the terminal gate.

Lost & Found: Security personnel shall receive, issue a receipt for, and safely store lost and found articles pending the return to owner or for other appropriate disposal.

Response Time: If the City finds no guard on duty, Service Provider's dispatch office will be notified immediately. Service Provider shall have two (2) hours to get a replacement guard to the facility. If no guard arrives within two (2) hours of notification by City, Liquidated damages as specified in Section II will apply.

EXHIBIT B

- Base Bid Work Scope Quotation /Tables 1, 2, 3.
- Add Alt Work Scope Quotation/Tables 4, 5, 6.

Exhibit B
Bidder Quotations

Base Bid Work Scope Quotation

Submit the following:

- Approach: Describe how Bidder will meet works scope requirements.
- Complete Tables 1, 2 and 3 below

Table 1 - Fixed Hourly Rates(1)(2)

Fixed Labor Rate:	Effective for 12 months from start of service
Regular time	
Overtime	
Holiday	

(1) Hourly labor rates must be fully loaded including all benefits.

(2) Labor rates in this table apply to guard services at both Guard Patrol Area #1 and Guard Patrol Area #2.

Table 2 - Monthly Recurring Expenses

Fixed fees:	Effective for 12 months from start of service
Patrol Wand	
Report Preparation	
Guard Cell Phone (including service fees)	
Other (specify	
Total Monthly Expenses	

Table 3 - Pro Forma Month Expenses (1)

Labor:	Extension
Weekdays and weekends (Monday through Sunday; non-holiday):	
Labor expense per non-holiday day (10 AM to 8:00 PM)	
Subtotal/labor expense for 29 days	
Holiday Day:	
Labor expense per holiday day (10 AM to 8:00 PM)	
total labor expense for 1 holiday	
Total Labor Expense(1)	
Monthly Fees(1):	
Report Preparation	
Guard Cell Phone (including service fees)	
Other (specify	
subtotal/monthly fees	
Total Monthly Expenses	

(1) Based on 30 day month with one holiday

Add Alt Bid Work Scope Quotation

Submit the following:

- Approach: Describe how Bidder proposes to provide patrol guard services for both Guard Patrol Area #1 and Patrol Guard Area #2. Example: Bidder might propose that one guard moving on a prescribed schedule could provide guard services for both areas. Bidder would then describe how one guard would move from patrol area to patrol area (walk, bike, motorized cart, etc.) and how many complete circuits of each patrol area would be complete per hour.

- Complete Tables 4, 5 and 6 below

Table 4 - Fixed Hourly Rates(1)(2)

Fixed Labor Rate:	Effective for 12 months from start of service
Regular time	
Regular Overtime	
Holiday	
Holiday overtime	

(1) Hourly labor rates must be fully loaded including all benefits.

(2) Labor rates in this table apply to guard services at both Guard Patrol Area #1 and Guard Patrol Area #2.

Table 5 - Monthly Recurring Expenses (1)

Fixed fees:	Effective for 12 months from start of service
Patrol Wand(s)	
Report Preparation	
Guard Cell Phone(s) (including service fees)	
Other (specify	
Total Monthly Expenses	

(1) Include all expenses required to provide service as described in Bidder's Approach to providing Add Alt Work Scope

**Table 6 - Pro Forma Month Expenses
(1)(2)**

Labor:	
Weekdays and weekends (Monday through Sunday; non-holiday):	
Labor expense per non-holiday day (10 AM to 8:00 PM)	
Subtotal/labor expense for 29 days	
Holiday Day:	
Labor expense per holiday day (10 AM to 8:00 PM)	
total labor expense for 1 holiday	
Total Labor Expense(1)	
Monthly Fees(1):	
Report Preparation	
Guard Cell Phone (including service fees)	
Other (specify	
subtotal/monthly fees	
Total Monthly Expenses	

(1) Based on 30 day month with one holiday

(2) Detail all expenses required to provide service as described in Bidder's Approach to providing Add Alt Work Scope

EXHIBIT C

Compensation

Exhibit C
Compensation

Service Provider shall invoice city for work completed in accordance with the table in this Exhibit B. City shall pay each invoice within 30-days of receipt by City of invoice. Service Provider's invoice shall detail security guard service (hours/dates), and rental/lease costs (if any). The rate for these services are specified herein. Total compensation under this Agreement shall not exceed \$____ which amount includes a \$____ contingency. Use of the contingency requires prior written authorization by the city. The not to exceed includes all labor, direct and indirect costs and cost of materials. For the term of this Agreement the hourly non-holiday rate shall be set at \$ _____ and the hourly holiday rate shall be set at \$ _____.

EXHIBIT D

Sample Service Provider Agreement

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, a sole proprietor, 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: Alameda Main Street Ferry Terminal Security/Patrol Service. City staff issued a RFQ on November 29, 2017 and after a submittal period of 14 days received _____ submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for Alameda Main Street Ferry Terminal Security/Patrol Service, 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 _____ day of _____ 2018, and shall terminate on the _____ day of _____ 2018, 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 and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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 B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

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.

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:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Senior Clerk
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

NAME
COMPANY

ADDRESS
CITY
PHONE/FAX

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 _____

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney