
City of Alameda California



**Security Services
Alameda Point
Alameda, CA 94501**

Important Dates

RFP Issue Date	Monday, June 23, 2017
Non-Mandatory Site Visit	Wednesday, July 05, 2017, 10:00 am
Requests for Information (RFI) Deadline	Monday, July 10, 2017
Proposal Submission Deadline	Monday, July 17, 2017, 3:00 pm
Announcement of Selected Proposer*	Thursday, July 20, 2017
City Council Meeting to Award Contract*	Tuesday, September 05, 2017
Assignment Start Date*	Monday, September 11, 2017
Assignment Completion Date*	Tuesday, September 10, 2019

* - These dates are tentative and are subject to change.

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I. PLEASE READ THIS RFP CAREFULLY

1. It is necessary for Proposers to read carefully the information contained in this Request for Proposal (“**RFP**”) to understand how to submit the Proposal, what documents must accompany the Proposal and what legal obligations the Proposer is agreeing to by providing a successful Proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP, attend the Site Walkthrough (if mandatory) and participate in an interview, if invited.

2. The term “**Proposer**” means individuals, teams, firms, consultant(s), subconsultants or any combination thereof, who timely submit a Proposal for consideration in response to this RFP. The term “**Proposal**” means all documents, maps, photographs and any other written materials plus any information communicated orally during the interview or during the negotiation process from the Proposer to the City / RiverRock in support of the Proposer’s candidacy for selection.

II. CITY OF ALAMEDA

Alameda is a municipal corporation in Alameda County, California. It is located on Alameda Island and Bay Farm Island, and is adjacent to and west of Oakland, California. Alameda became a charter city and adopted a City Council – City Manager form of government in 1916. The City has a total area of 23 square miles, of which 10.6 square miles is land and 12.3 square miles is water, per the United States Census Bureau. As of 2014, the City has a total population of approximately 75,500.

III. RIVERROCK REAL ESTATE GROUP

RiverRock Real Estate Group (RiverRock) is under contract with the City to provide property management, construction management, cell towers management and licensing services for multiple properties throughout the City of Alameda, including Alameda Point, Tidelands Trust Properties, Fleet Industrial Supply Center and other City-owned properties. RiverRock is privately owned, client-centric property and asset management firm that provides superior, hands-on management and specialized accounting services for more than 27 million SF of office, retail and industrial properties throughout California and Arizona.

IV. SCOPE OF SERVICES

The City is seeking is seeking individuals, teams, firms, or a combination thereof, to work under the direction of RiverRock, in conjunction with the City’s Base Reuse Department staff, to provide the Scope of Services attached as **Exhibit A**.

V. NON-MANDATORY SITE VISIT AND WALKTHROUGH

There will be a non-mandatory site visit and walkthrough for all prospective Proposers at the date and time listed on the first page of this RFP (as amended by written addendum, if

any). Meet at 950 W. Mall Sq., Room 239, Alameda, CA 94501. Please contact RiverRock at (510) 749-0304 if you need directions or additional information.

VI. PRE-SUBMITTAL QUESTIONS / REQUEST FOR INFORMATION

1. All questions and request for information regarding the RFP and proposal submittals should be directed to:

RiverRock Real Estate Group
950 West Mall Square, Room 239
Alameda, CA 94501
Attn: Ryan Gaughan, **Project Manager**
Phone: (510) 749-0304; Email: Rgaughan@RiverRock.com

2. RFIs and Pre-proposal questions will be accepted from the RFP Issue Date until the Request for Information (RFI) Deadline listed on the first page of this RFP (as amended by written addendum, if any).

3. Proposers must identify and submit an RFI for clarification of any ambiguities or inconsistencies contained in this RFP or its exhibits prior to the RFI Deadline. Proposers will be barred from protesting such ambiguities and/or inconsistencies if they failed to timely submit an RFI. However a Proposer shall not be required to submit an RFI regarding any ambiguities or inconsistencies that has already been the subject of a timely submitted RFI from another potential Proposer.

4. RiverRock and the City shall not be bound by oral explanations or instructions given at any time during the RFP process or after contract award. Oral explanations given during the Site Visit and Walkthrough, if any, the Proposal review process and after contract award become binding only when confirmed in writing by an authorized City official. Written responses to substantive question(s) asked by one Proposer will be provided to all registered Proposers.

VII. DATA TO BE PROVIDED BY CITY

The City will provide a copy of the following documents regarding the Project:

- [None]

VIII. PROPOSER QUALIFICATIONS

1. Proposers must meet the following minimum qualifications in order to be considered responsive to this RFP:

- (i) As of the Submission Deadline, Proposer shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP. Prior experience working with municipalities or other public entities preferred.

- (ii) As of the Submission Deadline, the Proposer (and each corporate team member, if any) shall be registered with the California Secretary of State and be in Good Standing.

2. Any Proposer who does not meet these minimal requirements shall not be eligible: (i) to submit a Proposal; (ii) to be considered for selection; or (iii) to be awarded a contract with RiverRock or the City.

IX. PROPOSAL CONTENT, FORMAT & INSTRUCTIONS

All Proposals must follow the format guidelines and content requirements listed in Sections IX. Nonconforming Proposals may be reject as nonresponsive.

A. Letter of Interest (15 points)

Please include in the Proposal a letter introducing the Proposer and expressing the Proposer's interest in being considered for the Project. The letter of interest should also include all of the following:

1. Provide the name of entity submitting the Proposal, its mailing address, telephone, facsimile number. Please describe the organization.
2. Indicate that the Proposer has the availability and time to dedicate the personnel and resources necessary to complete the requested Scope of Services in accordance with the schedule contained in this RFP (or if no schedule is contained in this RFP, then in accordance with the schedule in its Proposal).
3. Indicate that the Proposer has as of the Submission Deadline, the minimum qualifications listed in Section VIII above.
4. Indicate the intention of the Proposer to adhere to provisions described in the RFP.
5. The selected Proposer will be expected to sign a service provider agreement with either RiverRock or the City. The standard service provider agreement and associated insurance requirements are attached as **Exhibit C**. Please identify any comments or exceptions to the standard service provider agreement and/or insurance requirements.
6. Please identify the contact person responsible for the Proposal, specifying the name, title and contact information.
7. Please note that the person signing the Proposal must be a legal representative of the firm authorized to bind the Proposer to an agreement in the event of an award.
8. If the Proposer is comprised of a team, then in addition to all of the above, please provide the following information:

- (i) Other Team Members: Please introduce the other members of the Proposer team. Please list their individual addresses, telephone numbers, facsimile numbers and the primary point of contact for each. Please briefly describe each team member and their areas of expertise.
- (ii) Minimum Qualifications: Please state that as of the Submission Deadline, each team member has the minimum qualifications listed in Section VIII.

B. Project Plan and Schedule (15 points)

The Proposal must describe the Proposer's understanding of the Project and how the Proposer intends to meet the stated needs of the City / RiverRock. The Proposal must include a Project Plan that identifies the key personnel to be assigned to each task. The Project Plan should clearly identify the project manager or day-to-day contact person for the Project. Contract terms will not permit substitution of key lead personnel without prior approval by the City. The Project Plan should also outline the required tasks, estimated hours, responsibilities, major deliverables, and a detailed schedule.

C. Relevant Experience of Key Personnel and the Firm (30 points)

1. Key Personnel Experience - The Proposal must identify the key personnel that are to be assigned to this Project if awarded. Please provide a description of qualifications of the key personnel to be employed with a summary of their experience in providing services for projects of the size and scope similar to this Project and a resume for each key personnel. The Proposal must include specific examples completed or pending projects and describe in detail the role of the identified key personnel in the project.

2. Firm Experience - The Proposal must describe the firm's experience in providing services for projects of the size and scope similar to this Project. The Proposal should include specific examples completed or pending projects and describe in detail the Proposer's role in the project. If the Proposer has more than one office, the Proposal must specifically identify which office will be working on this Project and describe what role that office played in the examples provided above.

3. General Firm Information - General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided. The Proposer may include a reasonable amount of additional material such as brochures, photos, promotional material and supplemental graphics, applicable to the content of the Proposal. Please note that general firm information is not a substitute for the specific information requested in Sections IX.B. 1 and 2 above.

4. If the Proposer is comprised of a team, then the relevant experience of each team member and the role that each team member is to play in providing the requested services should be described in detail.

D. Project Budget and Billing (20 points)

1. The Proposal shall include the total cost of the Proposer's service (project costs) including a detailed budget and fee structure. The billing frequency shall not be greater than once per month.

2. Time and Material Billing – If the Proposer is offering to bill on a time and materials basis, the Proposal must including the billing rate for all staff anticipated to be involved in providing the requested services. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed reimbursable expenses (including any markups) should also be listed. The total projected contract amount must be clearly stated.

3. Flat Fee Billing - If the Proposer is offering a flat fee for services then the Proposal must identify the flat fee amount and the services covered by the flat fee. The Proposal must also describe in detail the billing rate or process should the City / RiverRock request additional services or modify the Scope of Services to remove certain tasks. Any proposed reimbursable expenses (including any markups) not included in the flat fee amount must also be listed.

4. Fee structures other than time and material billing or flat fee billing are acceptable so long as they clearly detail how the fee is calculated and the total projected contract amount.

E. Client References (Pass / Fail)

Proposer must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in **Exhibit B**. The Proposer's submission of a completed **Exhibit B** constitutes the Proposer's express consent for the City and/or RiverRock to contact the listed references to inquire regarding the qualifications of the Proposer.

F. Alameda Local Business Preference (5 bonus points)

Alameda Municipal Code (AMC) Section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.1 *et seq.*

AMC 2-62.1 defines a local business as "a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box".

If a Proposer meets these qualifications and wishes to apply for the preference then the Proposer should include in their Proposal: (i) a written request for the local preference; (ii) a copy of their Alameda business license showing their Alameda business address; (iii) a statement of how long they have been an Alameda local business.

If awarded, the 5% will be added to the score after the oral interview. If the Proposer is comprised of a team and not all team members are local businesses, then the 5% will be prorated based upon the percentage of the contract amount to be earned by the local business.

X. PROPOSAL SUBMISSION

Proposers shall submit two (2) complete, bound, double-sided, copies of their Proposal, plus one (1) unbound copy (**for a total of three (3) copies**) on paper containing a minimum of 20% post-consumer recycled content. All submitted material becomes the property of the City of Alameda. Proposals must be in a sealed envelope and shall be submitted in person, by hand delivery or by U.S. Mail to:

**RiverRock Real Estate Group, 950 West Mall Square, Room 239, Alameda, CA 94501
Attn: Ryan Gaughan
RE: Security Services, Alameda Point Proposal**

Proposals must be received by RiverRock by the Proposal Submission Deadline listed on the first page of this RFP (as amended by written addendum, if any).

Hand delivery of Proposals before the deadline is highly recommended.

A. Proposals Must Be Valid For Ninety (90) Days

The Proposer agrees to be bound by its Proposal for a period of ninety (90) days commencing on July 17, 2017, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

B. Late Proposals

Late proposals will not be considered and will be returned to the Proposer unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

C. Early Proposals

Any Proposal received prior to the Submittal Date may be modified or withdrawn by written request from the Proposer to RiverRock up to the Proposal Submittal Deadline.

XI. SELECTION PROCESS

A. Selection Process

1. The recommendation for selection will be made by RiverRock staff, and or City staff.

2. The selection process is divided into two (2) phases with the following maximum available points: evaluation of the written Proposal (80 points); and reference checks (pass/fail). Please note that pursuant to Alameda Municipal Code (AMC) Section 2-62.4 a local preference of five percent (5%) may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.4.

3. The Project Manager will total the number of points received for each Proposal.

4. The City / RiverRock reserves the right to request additional clarifying information and written materials in order to aid in the evaluation process.

5. If additional information was requested pursuant to Section XI.A.4 above, then this may cause a delay in scoring until such additional information is received and reviewed. If a Proposer fails to provide the additional information by the date and time requested, the score will be recorded without reviewing the additional information.

6. The Proposer with the highest score will be invited to negotiate a final agreement. The Project Manager will also conduct reference checks on the selected Proposer. If an agreement is not reached or if the selected Proposer fails the reference check, negotiations may be terminated and commenced with the next highest scoring Proposer.

7. The recommendation will be submitted to the City Council, City Manager or Director of RiverRock as appropriate for award of contract.

B. Selection Criteria

The final selection will be based upon the following criteria:

- Proposer's Letter of Interest including any exceptions to the form service provider agreement and insurance requirements (15 points)
- Project Plan and Schedule (15 points)
- Relevant Experience of Key Personnel and the Firm (30 points)
- Project Costs Including Budget and Billing (20 points)
- Client References (Pass / Fail)
- Alameda Local Business Preference (5 bonus points)

XII. BID PROTEST PROCEDURE

A Proposer who timely submitted a Proposal may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Any Proposer who has timely submitted a Proposal may protest the recommended award by filing a protest which complies with this RFP Section **within (5)**

business days after the Announcement of the Selected Proposer Date listed on the first page of this RFP (as amended by written addendum, if any). Postmarking by the due date will not substitute for actual timely receipt.

2. The protest must be based on one or more of the following grounds:
 - (i) the selected Proposer does not meet the minimum qualifications stated in the RFP or its exhibits;
 - (ii) the selected Proposal is nonresponsive in that it fails to offer all of the services requested in the RFP that have not either been modified or waived by the City / RiverRock;
 - (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the selected Proposer an unfair competitive advantage; or
 - (iv) the selection process was unfair in that the City / RiverRock failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer and the selection process was not modified or waived pursuant to the RFP.

3. The City / RiverRock take a number of factors into account when making its selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid protest:

- (i) The protester feels they have more experience than the selected Proposer;
- (ii) The protester feels they are better qualified than the selected Proposer; or
- (iii) The protester offered a lower price for the same services.

4. The protest shall contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall make specific reference to the applicable sections of the RFP, its exhibits and /or sections of the selected Proposal.

5. The protest shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the selected Proposer.

6. The selected Proposer shall respond in writing to the allegations contained in the protest within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the protester.

7. The City Attorney will review the protest, the response and promptly initiate an investigation. The protester and all Proposers shall cooperate with any inquiries from City Attorney's Office.

8. At the conclusion of the investigation, the City Attorney shall issue a letter to the protester with a copy to the selected Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not RiverRock and City staff followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend that RiverRock stop negotiations with the selected Proposer and start negotiations with the next highest scoring Proposer; reject all Proposals and restart the RFP process or such other remedy as may be in the City's best interest.

9. It is not the role of the City Attorney to second guess RiverRock as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of RiverRock so long as the RFP process has been substantially followed.

10. If the contract requires City Council approval, then a protester who is dissatisfied by the finding of the City Attorney shall have an opportunity to appear and be heard by the City Council at the public hearing to award the contract. The City Council's decision to award or not award the contract is final.

XIII. ADDITIONAL TERMS AND CONDITIONS

A. Nondiscrimination

The City / RiverRock will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

B. City's Right to Modify RFP

The City / RiverRock reserves the right at its sole discretion to modify this RFP (including but not limited to the scope of services and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a Proposer to read the latest addendums shall have no effect on the validity of such modification.

C. City's Right to Cancel RFP

The City / RiverRock reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City / RiverRock deem that it is in the City's best interests to do so.

D. City's Right to Reject All Proposals

The City / RiverRock reserves the right, in its sole discretion, to reject all Proposal and not to award the contract should the City deem that it is in its best interests to do so. In addition, the City Council (if the contract requires City Council approval) may, in its reasonable discretion, disregard RiverRock's and City staff's recommendation and select a different Proposer than the one recommend by RiverRock and/or City staff.

E. City's Right to Extend RFP Deadlines

The City / RiverRock reserves the right to extend any of the deadlines listed on the first page of this RFP by written addendum should the City deem that it is in its best interests to do so.

F. City Right to Negotiate With Selected Proposer

The City / RiverRock reserves the right to negotiate with the selected Proposer regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their Proposal and to require the selected Proposer to submit such technical, price, or other revisions of their Proposals as may result from negotiations.

G. Standard Form Service Provider Agreement & Insurance

The selected Proposer will be expected to sign a service provider agreement with either RiverRock or the City. The standard service provider agreement and associated insurance requirements are attached as **Exhibit C**.

Comments or exceptions, if any, to the standard service provider agreement and/or insurance requirements must be noted in the Letter of Interest. It is understood that Proposers have reviewed the service provider agreement (**Exhibit C**) and will take exception only to those items identified in their Letter of Interest.

Neither review of the Proposal by RiverRock or the City nor an invitation for an interview, constitutes an acceptance by the City of the Proposer's recommended changes to the service provider agreement. If there are any concerns or proposed exceptions requested to the standard service provider agreement, these issues will be discussed at the time of the interview and/or during the Final Selection & Negotiations period.

G. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

H. Liability for Proposal Errors

Proposers are liable for all errors and omissions contained in their Proposals.

I. Permits and Licenses

Proposer and all of Proposer's sub-consultants, at 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 contained in their Proposal.

{End of RFP – Exhibits to Follow}

EXHIBIT A – SCOPE OF SERVICES

Cover Sheet

EXHIBIT A

SPECIFICATIONS FOR CONTRACT SECURITY SERVICES Alameda Point Alameda, CA

Description of Services:

The Contractor shall provide all manpower, material, supplies and equipment and shall plan, schedule, coordinate, and insure the effective performance of all services described herein. The Contractor shall provide security services in accordance with the requirements of this specification.

It is the intent of this specification to request approximately 168 weekly hours of unarmed coverage. In addition to those hours detailed above, Contractor may be required to schedule coverage for vacations, holidays, unscheduled absences or other unplanned occurrences.

Scope of Work:

The Contractor shall provide trained Security Officers at all times to perform the services as prescribed by the Contract and the Post Orders.

Security Officers employed by the Contractor shall perform the duties outlined in the Post Orders. These orders define the work and methods to be performed. Except for emergencies, no deviations shall be made.

The typical duties to be performed may include, but are not limited to, the following:

Access Control: Enforce the rules for entry as directed.

Roving Patrol: Make security, fire and safety patrols as directed.

Rules and regulations:

Observe associates, vendors and visitors for compliance to Company rules and regulations. Report all violations of Company Rules and Regulations observed to Security Supervision.

Unauthorized Access:

Discover and report persons attempting to gain unauthorized access to the property as directed.

Reports and Records:

Prepare and submit daily required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts or any other reporting established by Property Manager.

Emergencies: Respond to emergency situations as required by established procedures.

Safety: Observe and report safety hazards as required by established procedures.

Award Requirements:

Upon award of this contract, but before taking up the security services responsibilities provided by its terms, the Contractor shall, at its own expense, conduct a survey of Property outlined in the Specifications for the purpose of:

1. Familiarizing all management, supervisory and training personnel with the areas included in the Specification.
2. Establishing the procedures necessary for training assigned personnel to perform duties and insure compliance with the Security Post Orders.

The Contractor will certify in writing to City of Alameda's Property Manager that the above requirements have been fully met before assigning Security Officers to any post.

Safety and Emergency Instructions:

Immediately after award of the contract and prior to performance, the Contractor and Property Manager will make an on-site, in-depth review of the safety and emergency requirements to include, but not be limited to, the following:

Policies and specific procedures for responding to alarms and emergencies.

Supervision and Management Controls and Communication:

The Contractor shall be fully responsible for the direct supervision of its own employees by its own supervisory and Management personnel. An overall 'Account Manager' shall be appointed and assigned to provide overall Contract Management and to provide a point of contact between Property Manager and the Contractor. The Account Manager must have the responsibility and authority to fully represent the Contractor on all matters pertaining to this contract.

The Account Manager responsibilities include, but are not limited to:

1. Development of Security Post Orders for contract Security Officers which are consistent with Property Manager's internal security procedures. The Security Post Orders, as well as all updates, must be approved by Property Manager.
2. Development and administration of a 'training program', and updating that program on a regular basis.
3. Final interview and approval of all contract employees, prior to assignment at Property.
4. Maintenance of schedules, including the approval of vacations and personal days off.
5. Preparation of payroll, and distribution of paychecks. Monthly 'accrual' if so directed by the client contact.
6. Maintenance of quality standards to include disciplinary action and 'Performance Management Programs.
7. Review of all Daily Activity Reports and all Incident Reports prepared by Security Officers.
8. Resolution of Contractor employee concerns regarding pay, equipment, uniform replacements, conduct and appearance standards.
9. Resolution, or referral to Contractor management, of human resources problems and grievances of employees.

10. On-going review of all security operations, with written recommendations (as identified) for improvement to Security, Client Contact.

11. Fill out and submit Incident Report forms to alert management to hazardous or unsafe conditions in the facility. Further, to identify those areas in need of repair that Security Officers observe and report while on patrol.

The Contractor will be required to provide Site Supervisors and to provide for ongoing day to-day supervision.

The Contractor shall also provide administrative controls and monitoring to assure contract compliance and that professional security and safety services are being maintained at the highest level. Included in this control and monitoring functions are:

1. Internal controls-employee administration, contract administration, schedule/dispatch, time keeping and billing.
2. Total Quality Management-quality control, audits, inspections, corrective action planning and follow up / reporting.
3. Compliance with reporting requirements, appearance, conduct, job performance standards and supervisory controls.

Include Samples of all forms with your bid.

Training Programs:

The Contractor shall provide sufficient training to ensure that all Security Officers and other assigned staff are competent to perform all duties required under this contract. No additional hourly costs, to the hourly billing rate, are to be charged for any aspect of the training program.

The Contractor shall provide a minimum of eight hours training to introduce basic security subjects as they relate to property specific operations prior to assignment.

Requirements must include:

1. Patrol Techniques
2. Communications
3. Standards of Conduct
4. Access Control
5. Public Relations
6. Client Relations
7. Report Writing
8. Safety
9. Uniform Appearance

The pre-assignment training should cover preparation of reporting forms such as Daily Activity Logs, Daily Activity Reports and Incidents Reports. It should also cover the Contractors benefits, personal policies, conditions of employment, and rules and regulations

The Contractor shall detail in the proposal how this training is conducted. The Contractor should also describe the Contractor's new employee orientation program.

The Contractor shall require each Security Officer to satisfactorily complete a test covering all training subjects.

Security Post Orders:

Contractors shall develop, in conjunction with Property Manager, a comprehensive set of Security Post Orders for the Security Post covered by this contract. Security Officers must be trained to know and understand these Security Post Orders, and all Officers should be required to review them in the presence of a Contractor Supervisor on a regular basis. As determined by Security Post requirements, these orders shall include, but not be limited to, all pertinent information on:

1. Emergency Procedures and Notification List
2. Access Control Procedure
3. Patrol Procedures
4. Maps and Diagrams as required
5. Ingress and Egress Procedures
6. Parking Enforcement
7. Building Operations
8. Inspection
9. Detection and Prevention

These orders must be available for Property Manager review and approval prior to the start of the contract. As needed, they should be revised with the approval of Property Manager. All Post Orders should be reviewed at the start of each option year of this contract.

Security Post Training:

A minimum of 24 hours of on-the job training must be given to each new Security Officer prior to his or her being assigned a work shift at Property. This training shall consist of eight hours of initial training on general security procedures at The Contractor's Training Facility, followed by 16 hours of training at Property Manager's facilities, concentrating on additional procedures specific to each post.

This training shall be performed by and under close supervision of qualified Contractor personnel, with the approval of the Account Manager. This training shall insure that the Officer understands the Post Orders for each post he/she will be assigned, and should specifically include, but not be limited to, instruction of the following Specific Procedures Based on Security Posts:

1. Building overview; location of buildings, key areas within building, and surrounding buildings.
2. Patrol Procedures
3. Admittance procedures, including after-hours
4. Keys and equipment.
5. Specific incident and routine reporting
6. Emergency notification procedures, including after-hours
7. Policy on Police and Fire department notification

Ongoing Training:

The contractor shall provide ongoing training to Officers after their initial Security Post training as necessary to ensure top level service. The Contractor should explain in detail their programs of ongoing training, including new material updates, and any extension courses offered. Ongoing training should be scheduled during an employee's normal tour of duty.

Personnel Recruitment, Screening and Selection:

The Contractor is expected to conduct a comprehensive recruitment, screening, and selection process before assignment of any individual to Property. The Contractor shall describe the recruitment process for new and replacement personnel. This should include the procedures for recruiting an incumbent Security Officer as a result of Contractor change over. All applicable governmental laws and regulations must be adhered to on the recruiting and hiring process.

The Contractor shall detail its application process to include:

1. Interviewing
2. Testing, by type
3. Drug Testing
4. Background investigations, by type and degree
5. Training and work experience verification

*Include sample application form, along with additional supporting document with your bid.

The following personnel standards shall apply to all Security Officers assigned to Property:

1. Education: All Security Officers shall be high school graduates or equivalent at a minimum. The Contractors shall verify the compliance with this requirement prior to assignment of any individual to Property Manager's Property.
2. Employment Background: All Officers shall possess a solid employment history. Minimal standards for Contractor's employment investigation shall be verification of all employment for the past ten years, without significant negative information.
3. Criminal Record: All Security Officers shall have a clean criminal record. The Contractor shall conduct criminal record checks, state mandated "livescan". Candidates not cleared by BSIS and issued a current guard permit, shall not be assigned to this account.
4. Driving Record: Security Officers shall possess driving records reflecting reasonable care and judgment. The benchmark for failure to meet this standard shall be: Three moving violations within the past three years.
Or any upheld suspension or revocation of license within the past three years.
Or any conviction for driving under the influence of intoxicants (DUI), without a time limit.
5. Literacy: All Security Officers shall be able to understand, read, speak and write English intelligibly. This standard requires Security Officers be able to comprehend regulations, orders, training instructions and special instructions, and requires that Security Officers language comprehension is not only sufficient to perform routine duties, but also that complete fluency be maintained during emergency situations. The Contractor shall test to evaluate applicant's ability to compute and communicate accurately and effectively.
6. Physical Ability: All Security Officers shall be in good general health without physical defects or abnormalities which would interfere with performance of Security Officers duties.
7. Freedom from Drug Use: All Security Officers shall be demonstrably free from addition to, or use of, illicit drugs, as determined by a NIDA-certified urinalysis drug screen (UDS) reviewed by a Medical Review Officer.
8. Appearance: All Security Officers should present a positive appearance that reflects good

personal grooming habits.

9. Public Relation Skills: All Security Officers shall possess satisfactory public relations skills, sufficient to permit them to interact positively with Property Manager, employees, visitors, the media, outside law enforcement agencies and the general public.
10. Compliance with Registration Laws: All Security Officers shall be fully in compliance with all applicable state and local security personnel registration and licensing laws.
11. Age: All Security Officer Candidates must be at least 18 years of age, as documented by an original or photocopy document.

STANDARD OF CONDUCT AND APPEARANCE:

The Contractor shall establish and maintain professional standards of conduct and personal appearance for all its employees assigned to Property.

The standard of personal appearance of Security Officers require individuals' present a neat appearance. These standards are not an attempt to depersonalize an individual, providing individuality does not interfere with, or detract from the proper wearing of the uniform. Appearance standards are:

1. Eye glasses- Only prescription eyeglasses may be worn with the uniform. Sunglasses shall not be worn inside the building except on written recommendation of a physician.
2. Jewelry- Security Officers shall not wear jewelry in their noses or ears, except for women with pierced ears who may wear earring studs. No excessive or "dangling" jewelry may be worn on the neck, wrist or waist.
3. Hair- Hair shall be neatly combed or brushed. Men and women's hairstyles shall be reasonable for business office environment.

EMERGENCY AND/OR ADDITIONAL SECURITY STAFFING COVERAGE:

Occasionally, additional Contractor employees may be required by Property Manager on a temporary basis. Property Manager requires the Contractor to have a sufficient number of trained replacements available to handle absenteeism, vacations, leaves and short-term special coverage situations, without negative impact on Security Operations.

The Contractor shall have available for immediate assignment supplemental personnel sufficient to cover all regularly required Security Posts, and other occasional posts which require trained Security Officers.

STAFFING RESTRICTIONS:

Property Manager has the right to request removal of a Contract employee from the Property at any time and for any reason. The Contractor shall immediately comply, and shall not reassign that employee to Property under any circumstances. It is understood that the removal from Property Manager's facility in no way affects the employment status with the Contractor.

If the Contractor removes or reassigns a Security Officer from Property to another location under normal circumstances, the Contractor shall apprise Property Manager of this removal prior to its taking place. If the Contractor removes a Security Officer from Property without prior notice, due to unacceptable job performance, Property Manager is to be advised of the full particulars on the

next normal business day. If this occurs during normal business hours, Property is to be advised immediately.

No Contract Security Services employee shall be assigned to work more than 12 hours in a 24-hour period. Every shift of eight hours or more must be proceeded, and followed by, an off-period of at least eight hours.

CONTRACT FURNISHED ITEMS:

The following supplies, materials, services and equipment shall be furnished by the Contractor

1. All operational forms and office supplies required to fulfill this contract
2. The Contractor shall furnish and maintain in acceptable condition, and replace due to normal wear and tear, at no cost of the Security officers, all uniforms necessary to perform the work required by this contract. The uniforms shall be neat and clean with the vendor's logo and the security guard's full name clearly displayed on the outermost layer. The uniforms must be approved in advance by Property Manager. Each Security Officer and Supervisor shall be supplied with a minimum of three uniforms.
3. All security guards must be equipped with operational vendor-provided mobile telephones at all times while on duty. The security guards must be able to report immediately to 911, the Police Department and to the vendor, or the vendor's representative on duty, at all times while on duty. The Contractor, or the Contractor's representative on duty, must be available to the Property Manager, or a City representative, 24 hours a day, 7 days a week, 365 days a year.
4. Each Officer on duty shall be equipped with supplementary equipment including but not limited to, notebooks, pens, pencils, and a flashlight. Replacement flashlight batteries and bulbs and inclement weather clothing must be available for issue when necessary.

SECURITY VEHICLE:

The Contractor shall provide safe, efficient, clean, marked, operational vehicles at all times. All vehicles and markings are subject to the approval of Property Manager.

1. Vehicles shall only be operated on roadways and parking areas designated for vehicular traffic.
2. Vehicles shall not be operated in flooded sections of property.

REPORTS AND RECORDS:

The Contractor shall provide thorough and accurate recording and reporting of all security services operations, activities and incidents. The Contractor shall develop and implement, with Property Manager approval, a complete paperwork management program to include adequate and appropriate reports and records. The Contractor shall describe the forms, records and reports proposed and utilized for the contract. The Contractor should include an example of each in the proposal.

START-UP/TRANSITION:

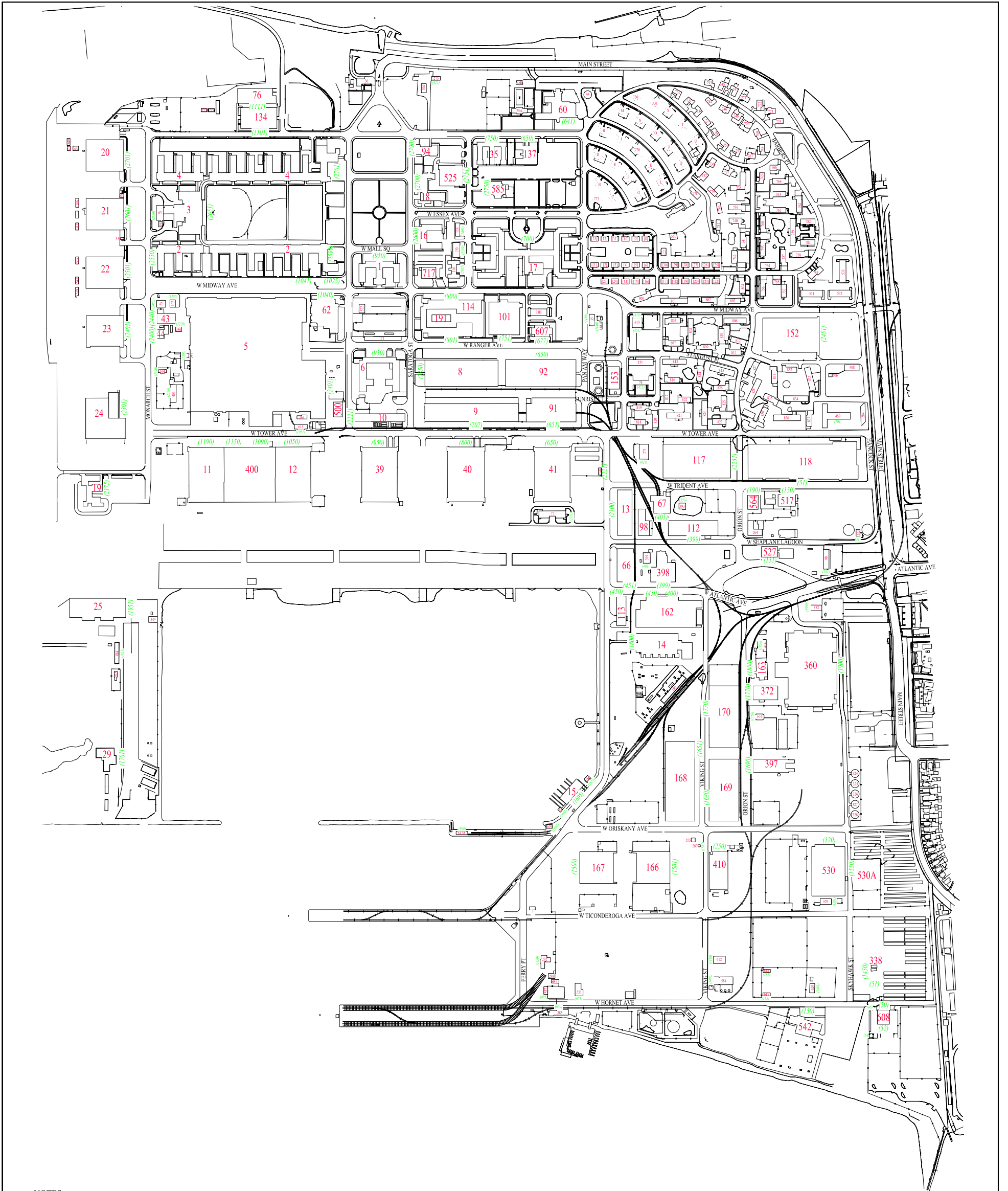
The start-up transition period is important in establishing a viable contracted Security Services Project. Property Manager anticipates a one month start-up/transition period from the time of contract award to start date. The start-up/transition functions and activities must be planned and

implemented in such a manner as not to negatively impact the ongoing security services of the incumbent contractor. Property Manager expects that uninterrupted security services will be conducted during the startup/transition period.

The Start-up/Transition Plan and Schedule shall be described by the Contractor in the proposal. The various activities to be performed, the location of these activities and the Contractor's staff who will be responsible for performing them should be fully detailed. The Start-up/Transition Plan and Schedule should include, but not be limited to:

1. Coordination between the new Contractor, the incumbent Contractor and Property Manager
2. Personnel action items
3. Logistics action items
4. System development
5. Plans and programs development
6. Orientation and training
7. Administrative and operations preparation activities
8. Security Post Orders and procedures development

EXHIBIT A-1 Security Responsibility



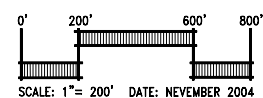
- NOTES:**
1. BUILDING ADDRESSES ARE BASED ON FAX TITLED "ALAMEDA POINT ADDRESSING", REVISED 5/11/01
 2. THERE ARE BUILDINGS ON TOPO THAT DO NOT HAVE BUILDING NUMBERS AND/OR ADDRESSES
 3. THERE ARE BUILDING ADDRESSES THAT COULD NOT BE LOCATED ON TOPO

LEGEND:



*ADDRESS NUMBER SHOWN CLOSEST TO STREET ADDRESS IS ON

ALAMEDA POINT



SCALE: 1" = 200' DATE: NOVEMBER 2004



EXHIBIT A-2

BID PROPOSAL FORM

Property Manager
 ALAMEDA POINT
 950 W. Mall Square Alameda, CA 94501

June 15, 2017

REQUIREMENT:

Provide unarmed, uniformed professional security officers who are capable of exercising good judgment, to be highly visible at all time, deter vandalism, theft and to perform other duties as outlined.

PAY / BILLING RATES:

ITEM NO	DESCRIPTION	CURRENT RATE OF PAY	PROPOSED RATE	HOLIDAY-OVERTIME RATES
1	Security Professional 1	\$ 35.15 /hr.	\$ /hr.	\$ / Hr.
2	Security Professional 2	\$ 25.68 /hr.	\$ /hr.	\$ / Hr.
3	Security Professional 3	\$ 25.68 /hr.	\$ /hr.	\$ / Hr.
4	Security Professional 4	\$ 23.71 /hr.	\$ /hr.	\$ / Hr.
5	Security Professional 5	\$ 23.71 /hr.	\$ /hr.	\$ / Hr.
6	Vehicle	N/A	\$ /Mo.	N/A
7	Miscellaneous- All Additional reoccurring Monthly fees	N/A		N/A
8	TOTAL:			

This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.

EXHIBIT A-3

HOLIDAYS: List all holidays Contractor recognizes. Security officers working on these days will be paid time and one/half.

EXHIBIT B – CLIENT REFERENCES

The following is a list of four (4) references (public agencies, preferred) that most closely reflect similar projects to the Scope of Services requested by the City of Alameda / RiverRock.

Reference #1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

Reference #4

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Proposer's Service Dates: _____

Proposer's Contract Amount: _____

Estimated Total Project Cost: _____

Project Completion Date: _____

EXHIBIT C – SAMPLE SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between RiverRock Real Estate Group a Delaware limited partnership (hereinafter referred to as “**Manager**”) as agent for the 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. The City has an interest in certain real property and improvements known as Alameda Point located in Alameda, California, on behalf of the City of Alameda (the “**Project**”).

B. The City is in need of the following services: _____
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][The Provider was selected on a sole source basis because (provide justification for sole source selection).][Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][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. RiverRock Real Estate Group, a California Corporation, has been appointed as the manager of the Project and is authorized to enter into this Agreement as “**Agent**” for the City of Alameda.

E. Manager and Provider desire to enter into an agreement for _____, 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 _____ 20___, and shall terminate on the ___ day of _____ 20___, 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 [City Manager][_____] Director], based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The [City Manager][_____] Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][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.][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.][Other: Describe the compensation escalator.]

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 this Section 3.][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 this Section 3.][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 Manager 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 Manager or City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from Manager/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 Manager and the 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 the 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 Manager or 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 Manager, 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.

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.]

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 Manager or the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider, Manager 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 Manager or the 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, Manager 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, RiverRock Real Estate Group their officers and employees 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 Manager 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 Manager. Provider shall submit a written request for consent to transfer to the Manager at least thirty (30) days in advance of the desired transfer. The 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 Manager 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 Manager at least five (5) days in advance. The 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 or Manager.

c. Provider shall, at such time and in such form as City Manager or his/her designee or Manager 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 or Manager 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 Manager or its designees during regular business hours upon reasonable prior notice. The City or Manager 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 or Manager's preliminary examination or audit of records, and the City's or Manager'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 or Manager 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
c/o RiverRock Real Estate Group
950 W. Mall Square, Suite 239
Alameda, CA 94501
ATTENTION: Property Manager
Ph: (510) 749-0304

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 Manager 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 Manager 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.

26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504

of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

27. NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R.

part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

28. **RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or 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
agent for NAME
A xxxxxxxxxxxx Corporation

RIVERROCK REAL ESTATE GROUP, as

NAME
TITLE

Name: Michael D. Meyer
Title: Executive Managing Director

NAME
TITLE

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
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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 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: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

SAMPLE

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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 BE SENT TO THE ABOVE.