

Request for Proposals

Zero Waste Technical Assistance for City of Alameda Commercial, Multifamily, and Industrial Sector Waste Generators

CITY OF ALAMEDA

July 26, 2018

Important Dates

Release of RFP:	July 26, 2018
Pre Proposal Meeting (Optional)	August 15, 2018, 3pm PST
Submittals Due:	August 22, 2018, 5pm PST
Short list Interviews:	August 30, 2018
Notification of Selected Contractor:	September 12, 2018 (Tentative)
Contract Start Date:	October 1, 2018 (Tentative)

Contact:

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I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified contractors/firms to work with Alameda's business, multifamily, and industrial sectors to reduce solid waste going to the landfill by providing free waste reduction (including waste prevention, reuse, recycling and composting) education and technical assistance with regular frequency and follow-up.

The main objective of the technical assistance will be to offer assistance to commercial, multi-family, and industrial account holders with Alameda's Zero Waste Implementation Plan diversion requirements and Alameda County Waste Management Authority (StopWaste) Mandatory Recycling Ordinance (MRO) compliance. Assistance has been provided already to a limited number of multi-family property owners or managers and has focused on setting up or improving the infrastructure for organics collection programs, rather than direct outreach performed to multi-family residents and business organizations.

The City currently collaborates with StopWaste, Alameda County Industries (ACI), and Community Action for a Sustainable Alameda (CASA) to identify specific businesses in need of technical assistance and has focused efforts on those without recycling or organics services. ACI has 0.5 FTE staff dedicated to conducting outreach and education in the community, which is augmented by StopWaste's work with commercial and multi-family customers to achieve compliance with its Mandatory Recycling Ordinance provided at no cost. These efforts can be further enhanced by greater targeted commercial and multi-family technical assistance, offered through a third party.

The City of Alameda has approximately 780 franchised commercial garbage accounts, 610 multifamily properties, and 140 industrial accounts.

A. Background

In 2008, the City Council approved the Local Action Plan for Climate Protection (Climate Plan) and established a greenhouse gas reduction goal of 25% below the City's 2005 baseline level. The Climate Plan recommended future adoption of a Zero Waste Implementation Plan (ZWIP), as its implementation could help eliminate an estimated 44,425 metric tons of carbon dioxide equivalent.

In 2010, City Council adopted a ZWIP and set a goal of achieving zero waste, or 89% diversion, from landfill by 2020. The 89% diversion goal derives from a per capita disposal rate, or the amount of waste disposed in pounds into the landfill by person per day (PPD). PPD is calculated by the California Department of Resources Recycling and Recovery (CalRecycle). If Alameda were to reach 1.2 pounds PPD, then the City will have achieved the 89% per capita diversion.

In the fall of 2017, City staff initiated a process to develop a ZWIP Update to ensure a) the City has time to change course depending on whether it is on/off track to its 2020 goal, and b) contribute to an on-time, on-track adoption of a new climate plan by addressing recycling and composting strategies to support further greenhouse gas reductions.

Alameda engaged R3 Consulting Group (R3) to assess the City's progress in implementing the ZWIP, and, where advisable, recommend changes to existing strategies. The ZWIP Update finds that Alameda has made steady progress in implementing the ZWIP and "is at the forefront of cities in Alameda County [and nationally] in reducing landfill disposal." Alameda maintains a diversion rate of 79%, or about 2.3 pounds PPD, down from 3 pounds PPD in 2011. This is one of the lowest PPD rates in the country. This success came from a variety of policies and programs outlined in the original ZWIP and detailed in pages 9-16 of the ZWIP Update. This success is driven largely by a very high diversion rate in Alameda's single-family residential sector.

By 2020, Alameda is projected to have a diversion rate of 83%, or 1.9 pounds PPD. While that would be a notable achievement, 83% is also below the 89% target set by the original ZWIP. To reach the 89% target, Alameda's multi-family, industrial, and commercial sectors will have to recycle and compost closer to the rates occurring in the single family sector.

The commercial and multi-family sectors have been a focus for the last several years. Alameda fully opted into StopWaste's Mandatory Recycling Ordinance (MRO). During both phases of ordinance implementation, StopWaste conducted outreach to affected businesses. However, that outreach has declined over time, and emphasis is now on enforcement of the MRO. . For the City to achieve its zero waste goal, much more outreach is required.

On July 10, 2018, staff presented the ZWIP Update to Alameda's City Council to both approve the update and authorize the City Manager to execute a contract not to exceed \$300,000 to conduct targeted technical assistance to commercial businesses and multifamily properties in Alameda.

The ZWIP Update included a new goal date of 2022 by which to achieve Zero Waste and 5 key strategies to reach the goal:

- 1) *Support Zero Waste Culture in Alameda.* This strategy enhances and celebrates Alameda's growing zero waste culture through several actions that recognize the shared responsibility for each individual to reduce and divert waste from the landfill.
- 2) *Conduct Targeted Technical Assistance with Commercial and Multi-Family Sectors.* Alameda's commercial and multi-family waste generators have the

greatest opportunity to reduce waste sent to landfill and help them to achieve higher levels of waste diversion that could significantly reduce Alameda's landfill disposal.

- 3) *Create a Food Recovery Program and Enhance Organics Management.* Food waste and other organic materials represent over 20% of waste sent to landfill and increasingly strict state requirements regarding its disposal make this strategy important for Alameda's zero waste achievement.
- 4) *Update Alameda's Construction and Demolition Debris Recycling Ordinance and Conduct Outreach.* Building projects produce large amounts of waste that often end up in a landfill despite its potential to be reused or recycled, underscoring the need to increase materials recovery.
- 5) *Expand High Diversion Franchise Agreement.* ACI is a strong partner in achieving its zero waste goal, and as such updating the franchise agreement to support zero waste initiatives and build on that partnership will be important moving forward.

Council approved the ZWIP Update, keeping the goal date at 2020, and authorized staff to move forward with strategy 2 and the execution of the technical assistance contract. More information and the ZWIP update can be viewed here: <https://alameda.legistar.com/LegislationDetail.aspx?ID=3542035&GUID=C2479224-E1FB-4DDF-9D07-00AB5C3DB8B7&FullText=1>

B. Purpose of the Request

The purpose of this Request for Proposals (RFP) is to identify and select well qualified firms and/or individuals to coordinate with City staff to provide measurable waste reduction technical assistance and services to Alameda businesses, organizations and multi-family properties, with the goal to increase Alameda's overall landfill diversion in these sectors to reach Alameda's Zero Waste goal consistent with Council's approval of the ZWIP Update.

II. Timeline

The technical assistance provided under this contract is expected to be completed in 12 months and may continue up to the 2020 zero waste goal date contingent upon further funding approval. The chosen provider is expected to draw up a timeline for the first year of technical assistance as noted in Section III.

III. Submittal Requirements

The City is requesting 4 **double-sided hard copies and 1 pdf copy** of the letter proposal, which must contain the following information:

1. **Understanding and Approach:** Please demonstrate your understanding of the proposed effort and the key issues that are likely to arise, and describe your approach to completing the effort successfully and within the proposed schedule. In particular, describe how the proposer team will leverage its past experience to complete the work as efficiently, effectively and innovatively as possible. Please also review the Proposed Scope of Work, contained in Attachment A, and discuss any ideas for modifying, clarifying or improving it.
2. **Project Manager/Key Staff:** Please identify the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Please include a statement regarding the ability of the provider to dedicate time, support staff and resources to this effort.
3. **Scope, Budget and Schedule:** Please provide a detailed scope, budget and schedule for the project. Proposers are encouraged to evaluate the proposed Scope of Work (Attachment A) and to elaborate on it, as well as to recommend revisions to it. The City will look to the chosen provider to realistically meet or exceed the schedule. The City is looking to the provider to include a detailed budget including, if applicable, a baseline budget. Cost saving measures that recommend ways to save on the budget also are important to consider. The proposed schedule should not exceed 12 months..
4. **Comments/Questions on the City Standard Consultant Agreement:** The City standard consultant agreement is attached for your consideration (see Attachment B, "City Standard Consultant Agreement"). If the proposer has any questions/concerns related to any provisions of the standard form contract, please submit them in writing with your response to this RFP.

IV. Submittal Instructions

Responses – including 4 double-sided hard copies and 1 pdf copy - should be submitted by mail or in person by **5:00 PM on August 22, 2018** to:

Liz Acord, Public Works Coordinator
Public Works Department
City of Alameda
City Hall West, 950 West Mall Square, Room 110
Alameda, California 94501-7575

Please note that submittals are due at City Hall West. Submittals shall be clearly marked on the outside cover or envelope "Response to Request for Proposals: Zero Waste Technical Assistance for City of Alameda Commercial, Multifamily, and Industrial Sector

Waste Generators.” Costs incurred by proposers in preparing and submitting their proposals for consideration by the City shall not be reimbursed.

Interviews of selected providers are scheduled for Thursday, August 30, 2018 between 1 p.m. and 5 p.m. at City Hall West (950 W. Mall Square, Alameda, CA 94501). City staff is expected to choose providers to interview by Thursday, August 23, 2018.

V. Selection Process

Based on the submitted proposals, the selection team will choose a preferred provider. City staff expects to recommend to the City Manager the selected provider by Monday, September 10, 2018 with an expected contract start date of Monday, October 1, 2018.

The final selection will be based on the following criteria:

- A. Demonstrated ability to identify recycling, composting and/or waste prevention opportunities for businesses and multi-family properties/ (25 percent)
- B. Significant experience assisting businesses and multi-family properties with starting and/or improving on-site diversion programs. (20 percent)
- C. Demonstrated ability to work collaboratively with garbage haulers and recyclers to setup and maintain diversion programs. (20 percent)
- D. Experience providing training to employees or janitorial service contractors who are or who will be responsible for implementing an organization’s diversion programs. (15 percent)
- E. Experience working in a service environment that is framed by municipal franchise agreements that include commercial recycling and organics collection services. (10 percent)
- F. Location in Greater Bay Area – it is preferred that key personnel employed by firms or individuals responding to this RFP be located in the Greater Bay Area. (10 percent)

Total: 100 percent

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, including not awarding the contract to any firm.

VI. CONDITIONS OF REQUEST

A. General Conditions.

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

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

B. Liability of Costs and Responsibility.

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

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

C. Standard Service Provider Agreement.

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

D. Permits and Licenses.

The Provider shall procure all permits and licenses, including a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subconsultant shall have a current City of Alameda business license.

The following license is required for this project:

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

E. Provider's Representative.

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

F. Award of Contract

The award of contract, if it be awarded, will be to the responsible bidder who submits the best Bid which complies with all requirements described herein.

Questions

Kerry Parker, Program Specialist II, 510-747-7900, kparker@alamedaca.gov is available to answer questions and to respond to requests for additional information. All questions must be submitted in writing.

Attachments

Attachment A: Proposed Scope of Work

Attachment B: City Standard Consultant Agreement

Attachment A: Proposed Scope of Work

Objectives:

The selected firms or individuals will, with the guidance of City staff, be required to deliver technical assistance services to numerous businesses, institutions, and multi-family properties in Alameda for waste reduction assistance.

The contract would be for a one year (12 month) period with an estimated start date of October 1, 2018.

Proposals shall include a detailed estimate of total hours conducting technical assistance and related tasks as described below.

The selected consultant(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below:

Tasks:

1. Identify the largest landfill waste generators in the commercial, multi-family and industrial sectors as targets for technical assistance. The top 50 waste generators should be the primary focus for technical assistance efforts;
2. Reach out to businesses, multi-family properties and industrial account holders. Efficiencies may be gained by having primarily one or two team members make the majority of the initial contacts.
3. Perform on-site waste reduction assessments at targeted accounts to assess the level of recyclables and organics (such as food scraps, compostable paper, and plant debris) in garbage, and identify opportunities to reduce target materials from the landfill stream, including: recyclable paper/cardboard, food and beverage containers, food waste, and other organic materials. Assess contamination of recycling and organics collection containers, and identify opportunities for improving proper waste sorting;
4. Provide information for securing recycling equipment, such as recycling totes for multi-family residents and/or indoor recycling and food scrap containers for businesses;
5. Prepare brief waste reduction assessment reports (based on report templates approved by the City) and recommend service level changes including cost implications, if appropriate for sites visited;
6. Create a plan for follow-up with target waste generators to ensure multiple opportunities are provided for waste reduction program implementation assistance. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
7. Provide waste reduction program implementation assistance via phone, email, and in person. This may include, but is not limited to, strategically placing indoor

8. containers and appropriate signage, advising on source reduction strategies, recommending front of house and back of house waste management changes, and communications regarding solid waste service adjustments;
9. Conduct employee and/or janitor presentations/trainings for target account recycling and organics programs (sometimes done in coordination with local haulers and/or City staff);
10. Work with franchised commercial hauler, Alameda County Industries (ACI), to accurately convey which materials are accepted in each solid waste stream. As needed, assist waste generators with finding local markets for less common, potentially recoverable materials when allowable outside of ACI's franchise agreement (AlamedaRecycles.org, "RecycleWhere" at www.StopWaste.Org/recycle is an available resource, or exploring the need to have the City permit specialty recycling haulers for specified commercial recyclables);
11. Provide support materials such as signage for recycling and composting programs (e.g., posters and stickers), compostable food service ware purchasing information, other educational materials. Refer waste generators to additional helpful publications and resources including StopWaste grant opportunities (such as the Free Indoor Food Scrap Bin Program); Work with StopWaste, CASA, ACI, City staff, and/or other business community stakeholders (Technical Assistance Team) to identify waste prevention opportunities and coordinate technical assistance efforts;
12. Facilitate Team meetings or conference calls (monthly progress reports submitted to the City's project manager and 4 quarterly team meetings; and
13. Track activities and results, including information on waste generators contacted or assisted, contamination rates in generator waste streams, stage of waste reduction implementation, and progress towards meeting the above objectives.
14. Provide measurement focused reporting to the City to demonstrate outcomes e.g., diversion from landfill, increased use of recycling/compost, and/or material reduction efforts, and/or reduction of target materials.

Deliverables:

At a minimum, deliverables for this project shall include:

1. Initial kick-off meeting with City staff to discuss program scope, deliverables, and expectations;
2. Monthly progress reports of Technical Assistance activities;
3. Activity tracking and recommendations for businesses (tracked in the CRM);
4. Agendas for quarterly Team meetings to review progress and challenges;
5. Four (4) quarterly reports to City staff which shall include a list of customers contacted and/or visited, summary of outreach provided, and hours worked under relevant subcategories (multi-family, commercial), and results/outcome of scope tasks performed;
6. One (1) Annual Report (may be submitted in Microsoft PowerPoint or Word); and

7. Other work products that the City deems necessary to measure progress and success of the project not limited to interim findings, training outlines, waste reduction assessment reports or diversion progress reports.

Contractor must provide a method to determine a measurable success rate and follow up plan for all accounts, and a plan for multiple points of contact and outreach if earlier attempts do not work. This plan will be a crucial detail of this proposal, as previous methods have not been effective.

Minimum Selection Criteria:

- G. Demonstrated ability to identify recycling, composting and/or waste prevention opportunities for businesses and multi-family properties;
- H. Significant experience assisting businesses and multi-family properties with starting and/or improving on-site diversion programs;
- I. Demonstrated ability to work collaboratively with garbage haulers and recyclers to setup and maintain diversion programs;
- J. Experience providing training to employees or janitorial service contractors who are or who will be responsible for implementing an organization's diversion programs;
- K. Experience working in a service environment that is framed by municipal franchise agreements that include commercial recycling and organics collection services; and
- L. Location in Greater Bay Area – it is preferred that key personnel employed by firms or individuals responding to this RFP be located in the Greater Bay Area.

Attachment B: City Standard Consultant Agreement

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 20___, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Zero Waste technical assistance for City of Alameda commercial, multifamily, and industrial waste sectors. City staff issued a request for proposals on July 26, 2018. After a submittal period of 27 days, City staff received XX timely submitted qualifications, interviewed X proposers, and selected ___ as the qualified provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street projects, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 2018, and shall terminate on the ___ day of _____ 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 Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.
- b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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 as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

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

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

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

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7575
ATTENTION: Liz Acord, Public Works Coordinator
Ph: (510) 747-7900

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

[Provider Name]
[Department]
[Address]

[City, State, zip]

ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party

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

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

22. CONFLICT OF LAW:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

25. CAPTIONS:

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

Signatures on next page

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

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

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Elizabeth D. Warmerdam
Acting City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
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

SAMPLE

Name of Person or Organization:
 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.