



Request for Proposals (RFP)

FOR

EMERGENCY AND ABANDONED VEHICLE TOWING

**City of Alameda
Police Department
1555 Oak Street
Alameda, CA 94501**

Issue Date: Tuesday, January 24, 2023

Submittal Deadline: Tuesday, February 21, 2023, 2:00 p.m.

I. INTRODUCTION

The City of Alameda (City) is a unique island community of approximately 79,000 people faced with a wide variety of environmental, climate change, land use, planning, and transportation issues and challenges.

The City is seeking experienced companies to provide towing and storage of vehicles from public and private property as directed by authorized representatives of the Alameda Police Department for a five (5) year period commencing April 1, 2023 through March 31, 2028, strictly in accordance with the instructions, terms, conditions and specifications as herein described.

The City will review proposals, rank the companies, and invite finalists to a panel interview. The City will evaluate the interviews, rank the companies, and invite the finalist company to enter into a contract with the City for a five-year term, to provide on-call towing and storage of vehicles from public and private property.

II. COMPANY ROLE – SCOPE OF SERVICES

The City desires to obtain the services of a Company to provide towing and storage of vehicles from public and private property.

Scope of Work:

- A. Successful bidder shall provide twenty-four (24) hour tow services, on call as directed by the City of Alameda Police Department.
- B. Successful bidder shall provide indoor and outdoor secure storage for towed vehicles as explained later in this specification.
- C. Successful bidder and his/her operators shall cooperate with and assist Police Department representatives in removing hazards and vehicles as directed by the police officer at the scene. The successful bidder will assist in obtaining vehicle identification numbers, motor numbers or other identifying information as requested.

Quantity of Work:

The City makes no guarantee whatsoever, expressed or implied, as to the number of tows, which the Police Department shall request during the contract period. With the exception of aborted tows and services performed on City owned vehicles, the City of Alameda shall not be liable for any charge or charges for towing or any other allied service unless expressly agreed to in written form by the Chief of Police and/or his representative. It being expressly understood and agreed that the successful bidder/bidders shall make all charges to the owner or owners of the vehicles to which the service is rendered.

Alternate Towing Companies:

It is also expressly stated and agreed that this tow contract shall not abrogate in any way the right of the vehicle owner, or owners, or driver of any vehicle to specify a towing service of any Automobile Association or motor club of which the vehicle owner or driver is, or is not, a member.

Assignability:

Any assignment of this contract without the prior written consent of the City shall be void.

Subcontractors:

The successful bidder shall perform all functions of this contract award without the use of sub-contractors.

Inspections:

The City reserves the right to periodically inspect the successful bidder's storage facilities, have vehicles towed and stored by the successful bidder at no charge for the purpose of observing the conduct of the successful bidder's employees towards the public, and to evaluate procedures to guard against theft or damage to towed vehicles exercised by the successful bidder.

Charges for Services:

The rate structure will be established by competitive bid. The bidders must complete Attachment A-1 for all cost elements. Attachment A-1 will become the rate structure for the contract. Except as herein provided, the successful bidder shall not make any other charge unless specifically authorized by the vehicle owner or his/her authorized representative.

In addition, no charge will be made by the successful bidder if the vehicle to be towed is removed, prior to the arrival of the towing truck.

If, however, the tow truck has arrived, the owner of the vehicle to be towed will be subject to a service charge as described under the definition for an aborted tow in lieu of the towing charge when the vehicle is not towed to the storage area.

Police Tows:

A police tow is to be defined as any tow ordered by the City of Alameda Police Department. Tows, however, may include City-owned vehicles as specifically requested.

If in the normal performance of services under this contract any vehicle becomes abandoned, the Alameda Police Department shall furnish a low-cost vehicle appraiser pursuant to the provisions of the California Vehicle Code and all other legal requirements in order to expedite the removal or disposal of any such described vehicle by the Contractor.

Aborted Tows:

An aborted tow is defined as a police tow where a tow truck is dispatched, but no tow is made. In the event that a police tow is dispatched, but no tow is made (an Aborted Tow), the successful bidder will be allowed to collect a service charge in lieu of the towing charge from the vehicle owner or owners. If the successful bidder is unable to collect the aborted tow service charge from the vehicle owner or owners, the successful bidder may submit billing to the City of Alameda, together with assignment of collection for the charges. Such billing and assignment to the City must be made within a maximum period of One Hundred Eighty (180) days from the date of the aborted tow service, but in any case, the successful bidder is required to make every effort to collect from the vehicle owner and the billing and assignment to the City will follow only after a minimum of One Hundred Twenty (120) day collection period effort by the successful bidder computed from the date of the aborted tow service.

In addition, billing and assignment of collection to the City will be allowed only after it is shown that the tow truck responded to the original call within the minimum response time as shown in this specification. Where the initial response time is longer than the minimum response time, no billing or assignment to the City will be allowed.

Response Time:

Successful bidder shall dispatch equipment and personnel to arrive at the location prescribed by the Police Department within an average of twenty (20) minutes from receipt of order from the Police Department. Average response time will be measured over time. The successful bidder may be evaluated periodically and advised of the results.

Storage:

All vehicles, which are Police Tows may be stored in an outdoor or indoor facility meeting the following conditions:

- A. Outdoor storage must be fenced and adequately protected from unauthorized entry. The fencing shall provide security and be of a type to provide adequate screening so as to not present an unsightly appearance. The City will consider bidders that have outdoor storage within a five (5) mile driving radius from the Alameda Police Department.
- B. Indoor storage for a minimum of five (5) vehicles must be provided for Police Department evidentiary purposes. This is a Police Storage Area and is not to be considered a public access area.

24-Hour Operation and Public Accessibility:

Successful bidder shall be required to have facilities available to the public for removal of towed vehicles on a seven (7) day, normal work hours (8am to 6pm) basis and the successful bidder shall post all the following information conspicuously at all office locations open to the public:

- A. Schedule of fees authorized by this contract.
- B. Notice that copies of the contract and specifications are available at the office of the tow contractor for public inspection by any interested party.
- C. Check cashing and credit card policy of the contractor.

Protection of Vehicle Contents:

- A. Successful bidder will, when assuming custody of a vehicle towed or stored by Police Order, inventory the contents of the vehicle including property in the unlocked storage compartments. This inventory will be made by the successful bidder's operator and shall be on forms approved by the Chief of Police. Notation will be made of any locked compartment. By signature on this inventory, the successful bidder acknowledges acceptance of legal responsibility through the action of his/her employees, or him/herself for the safe and proper tow and storage of the vehicle and for the security of the inventoried personal property.

Release of Towed Vehicles:

The successful bidder shall have one telephone number that the public or Police Department may call for information on vehicles towed pursuant to this contract. Successful bidder's personnel answering such telephones shall be courteous and provide complete information regarding the location of the vehicle and method of obtaining its release, including directions to the location to effect the release, documentation required, charges to be paid and terms of payment. Sufficient telephone lines, equipment and personnel shall be employed to provide public service without unreasonable delay.

The successful bidder will follow the guidelines for releasing stored vehicles as stated below:

- A. Claimants shall be required to provide evidence satisfactory to the tow firm representative that they are entitled to receive the vehicle. They must have a copy of the release from the Alameda Police Department.

Responsibility for release of the vehicle to a person without such evidence devolves fully on the successful bidder. When necessary, the Police Department will provide the successful bidder with reasonable assistance in verifying vehicle registration information, except those vehicles towed as abandoned during the normal course of performance under this contract.

- B. When the successful bidder's representative is satisfied that the requester is entitled to the vehicle, the fees provided in this contract award shall be collected and the requester promptly provided possession of the vehicle. If the vehicle is stored at a location other than the one where the fees are paid, transportation to the vehicle will be provided by the successful bidder without any charge and in a reasonable length of time. If transported in a tow truck, successful bidder shall take reasonable precautions to avoid any inconvenience and/or soiling of the customers garment.

- C. PRIVATE PROPERTY ABATEMENT: In the event the towed vehicle has been abated from private property under the sections 8-22.1 through 8-22.17 of the Alameda Municipal Code it shall not thereafter be reconstructed or made operable as provided for in section 8-22.13 of the Alameda Municipal Code and 22661 (f) of the California Vehicle Code.

Repair or Alteration of Vehicles:

Successful bidder shall not make any repairs or alterations to any vehicle without the express authorization of the registered or legal owner, and the owner's insurance carrier. Contractor may make only emergency alterations in order to tow the vehicle; however, no charge may be made to the owner of the vehicle.

Two-Way Radio Communications Equipment:

Each tow truck shall be equipped with equipment capable of communications between the successful bidder's dispatching office and the tow truck.

Error or Omissions:

- A. When any vehicle has been ordered towed by the Police Department and it appears that the tow was in error through a mistake of fact, the successful bidder shall release the vehicle to the owner at no cost to the owner. In the event of a clerical error or oversight on the part of the Police Department wherein a vehicle is stored for a period longer than it should have been, the successful bidder shall release the vehicle to the owner at no storage cost for such excess storage period.
- B. In the above cases, if the tow or excess storage charges resulted from an error of the Alameda Police through a mistake of fact or a clerical error, the successful bidder may charge the City at the rate of 50% of the towing and 50% of the storage charges per day of storage beyond the owner's responsibility. Provided, however, that if the circumstances were beyond the control of the Police Department, neither the City nor the owner shall be liable for such charges.

The Chief of Police and/or his designee shall make the determination as to errors or mistakes of fact and shall notify the successful bidder in writing.

Administration of Contract:

The administration of this contract, after award, is assigned to the Police Department. Any appeals of decisions made by the Chief of Police may be made to the City Manager of the City of Alameda within ten (10) days of the determination by the Chief of Police. Any appeals of decisions made after this ten (10) day period shall be deemed null and void. Any decision by the City Manager for the City of Alameda shall be final and without further appeal.

III. MINIMUM QUALIFICATIONS

- 1. Companies must meet the following minimum qualifications in order to be considered responsive to this RFP:
 - a. As of the submission deadline, the company shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP.

- b. As of the submission deadline, the company shall be registered with the California Secretary of State and be in good standing.
2. Any company that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified companies.

IV. SUBMITTAL CONTENT, FORMAT & INSTRUCTIONS

All submittals must follow the format guidelines and content requirements listed in Section IV. Nonconforming submittals may be rejected as nonresponsive.

1. **Letter of Interest (15 points, 1 page maximum)**. Please include in the submittal a letter introducing the company and expressing the company's interest in being considered for on-call towing services. The letter of interest should also include all of the following:
 - a. Provide the name of entity, its mailing address, and telephone number. Please describe the organization.
 - b. Indicate that the company has the availability and time to dedicate the personnel and resources necessary to provide on-call towing services.
 - c. Indicate that the company has the minimum qualifications listed in Section III above.
 - d. Indicate the intention of the company to adhere to the provisions described in the RFP.
 - e. If selected to provide on-call towing services, the company will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as **Attachment B**. Any questions or exceptions to the standard service provider agreement and/or insurance requirements must be identified in the letter of interest.
 - f. Please identify the contact person responsible for the submittal, specifying the name, title and contact information.
 - g. Please note that the person signing the letter of interest must be a legal representative of the company authorized to bind the company to an agreement in the event of an award.
2. **Relevant Experience of Key Personnel and the Company (60 points, 10 pages maximum)**.
 - a. **Key Personnel Experience**. The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for local agencies
 - b. **Company Experience**. The submittal must describe the company's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for Alameda or neighboring jurisdictions in the San Francisco Bay Area,

including experience working with local agency staff, community groups and decision makers, and regional partner agencies.

- c. **General Company Information.** General company information including the number of employees, location of company's headquarters, branch offices, and number of years in business may also be provided. Please note that general company information is not a substitute for the specific information requested in Sections IV.2.a and b above.
3. **Company References (Pass/Fail).** Company must provide a minimum of four (4) client references. Please complete and include the Client Reference worksheet included in **Attachment A**. The company's submission of a completed **Attachment A** constitutes the company's express consent for the City to contact the listed references to inquire regarding the qualifications of the company.
4. **City of 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 meet the requirements contained in AMC section 2-62.1 *et seq.* AMC section 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 company meets these qualifications and wishes to apply for the preference, please include: (1) a written request for the local preference; (2) a copy of contractor's Alameda business license showing an Alameda business address; and (3) a statement of how long contractor has been an Alameda local business. See **Attachment C**.

V. SUBMISSION

Company's shall submit one electronic pdf file of the information in Section IV above, Financial Document noted in section VIII-H below and Proposed Fee Schedule **Attachment A-1**. All submitted material becomes the property of the City of Alameda. Proposals must be sent electronically by **2:00 p.m. on Tuesday, February 21, 2023** to:

Ryan DeRespini, Lieutenant, RDerespini@alamedaca.gov,

Or hand-delivered to:

Alameda Police Department
Attn. Lt. Ryan DeRespini
1555 Oak Street
Alameda, CA 94501

Submittals shall be clearly marked "Proposal to Provide Vehicle Towing and Storage Services." Inquiries regarding the RFP may be made via email to Ryan DeRespini at RDerespini@alamedaca.gov. The deadline for inquiries is 4:00 p.m. on Tuesday, February 14, 2023.

1. Submittals Must be Valid for Ninety (90) Days. The company agrees to be bound by its submittal for a period of ninety (90) days commencing on Monday, February 6, 2023, during which time the City may request clarification 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.
2. Late Proposals. Late proposals will be rejected.
3. Early Proposals. Any proposal received prior to the deadline may be modified or withdrawn via email from the company legal representative to the City up to 2:00 p.m. on Tuesday, February 21, 2023.

VI. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of City staff who have relevant knowledge and experience. The panel will score the proposals based upon the proposal materials submitted according to the following criteria:

1. Letter of Interest. Availability, demonstrated capacity, and qualifications necessary to provide the services specified in the RFP. Ability to meet standard City contract and insurance requirements. (15 Points Maximum)
2. Relevant Experience.

The City will inspect bidder's facilities and equipment, prior to the recommendation of the award and reserves the right to inspect facilities and equipment at any time during the period of the contract. After the written proposals have been examined and during the evaluation process, the City may seek additional information from the bidders to clarify responses to aid in the final selection process.

 - a. Lowest Fee Schedule Proposal relevant to the services to be provided, paying special attention to storage charges. (10 Points Maximum)
 - b. Local facilities as required for performance including City Planning Department approval for compliance with zoning requirements. Adequacy and location of storage facilities, including evaluation of storage facilities. (20 Points Maximum)
 - c. Number and quality of all personnel employed. (10 Points Maximum)
 - d. Inspection of all equipment that the bidder proposes to use in the performance of this contract. (10 Points Maximum)
 - e. The City's past experience, if any, with the bidders and the general reputation of the bidder. (10 Points Maximum)

3. Responsiveness to the RFP. Presentation, completeness, and clarity of information provided. (25 Points Maximum)
4. Client References. (Pass/Fail)
5. Bonus Points. Local Preference Policy (5 Points)

The submittals will be scored on a zero to 100-point scale, excluding bonus points. The highest company will be invited to enter into a services contracts for on-call vehicle towing and storage services.

VII. ANTICIPATED CALENDAR

Advertise:	Monday, January 23, 2023
RFP Issue Date:	Tuesday, January 24, 2023
Companies Questions Due:	5:00 p.m. Tuesday, February 14, 2023
Proposals Due:	2:00 p.m. Tuesday, February 21, 2023
Notification to Applicants:	Monday February 27, 2023
Agreement Process:	February 28 – March 31, 2023
Agreement Start Date:	April 1, 2023

VIII. ADDITIONAL TERMS AND CONDITIONS

- A. Nondiscrimination. The City will not discriminate against any interested company 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 reserves the right at its sole discretion to modify this RFP (including but not limited to 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 company to read the latest addendums shall have no effect on the validity of such modification.
- C. City's Right to Cancel RFP. The City reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.
- D. City's Right to Reject All Submittals. The City reserves the right, in its sole discretion, to reject all submittals should the City deem that it is in its best interests to do so.

- E. City's Right to Extend RFP Deadlines. The City reserves the right to extend the deadline for submittals by written addendum should the City deem that it is in its best interests to do so.
- F. City Right to Negotiate With Companies. The City reserves the right to negotiate with the companies on the list of qualified on-call companies regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their submittals and to require the selected company to submit such technical, price, or other revisions of their submittals as may result from negotiations.
- G. Standard Form Service Provider Agreement & Insurance. Companies acknowledge that placement on the list of qualified on-call companies does not commit the City to award a contract. For any project, the City reserves the right to award a contract to companies (1) that are on the list of qualified on-call companies; (2) that have an existing contract with the City, or (3) that are selected through a separate competitive process.

Companies on the list of qualified on-call companies who are awarded a contract will be expected to sign a service provider agreement with the City. The standard service provider agreement and associated insurance requirements are attached as Attachment B.

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 companies have reviewed the service provider agreement (Attachment B) and will take exception only to those items identified in their Letter of Interest.

Neither review of the submittal by the City nor placement on the list of qualified on-call companies 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 the City awards a contract, if any.

- H. Financial Responsibility. Bidder shall be a corporation, partnership or individual of sound financial responsibility and must offer proof of the same to the City's satisfaction by submitting with the proposals either of the following:
 - a. A current business financial statement for the entity submitting a proposal that has been prepared on a responsible bank's standard financial statement form and that has been accepted by that bank for the purpose of establishing a line of credit for entity submitting a proposal.
 - b. A notarized statement attesting to the financial ability of the

organization submitting a bid to fulfill the terms of the specifications. This may be submitted either on the basis of existing operations within the City of Alameda or a statement showing, under penalty of perjury the financial capability required to operate a business which would meet the specifications, and the ability to maintain such financing including available assets and credit references. This notarized statement must support a business statement for an existing corporation, partnership or individual that is now qualified to operate as a tow contractor. Such notarized statement must be complete and signed by an acceptable financial institution.

- c. In either case, the bidder must submit a separate listing of any and all personal property and equipment either personally owned and/or presently leased for the purpose of use to execute this contract award. If such property is leased, proof of lease of said equipment must be provided together with the true financial statement as indicated in paragraph A or B of this section.
- I. Cost of Submittals. All costs incurred during submittal preparation or in any way associated with the company's preparations or submission shall be the sole responsibility of the company.
- J. Liability for Submittal Errors. Companies are liable for all errors and omissions contained in their submittals.
- K. Permits and Licenses. Companies, 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 on-call consulting services.

IX. ATTACHMENTS TO THIS RFP

The forms in Attachment A and Attachment A-1 are considered part of this Request for Proposals. These forms must be filled out and submitted to the City along with the proposal. Any response to this Request for Proposals that does not include these requisite forms, will be considered non-responsive.

Attachment A

- City of Alameda References Form

Attachment A-1

- Fee Schedule Proposal

Attachment B Sample Service Provider Agreement (for Professional/Consultant Services)

- City of Alameda Standard Service Provider Agreement

Attachment C Ordinance 2673 Purchasing; Local Preference Policy

- Ordinance 2673 Purchasing; Local Preference Policy Amending Alameda Municipal Code Section 2-62

Attachment A

City of Alameda Client References Form

- Client References Form

**City of Alameda Police Department
Client References Form**

The following is a list of four (4) references (public agencies preferred).

Reference #1

Name of Organization:	
Address:	
Contact Name:	
Contact Title:	
Telephone:	
Email:	
Summary of Project:	
Contractor's Service Dates:	
Contract Amount:	
Estimated Total Project Cost:	
Project Completion Date:	

Reference #2

Name of Organization:	
Address:	
Contact Name:	
Contact Title:	
Telephone:	
Email:	
Summary of Project:	
Contractor's Service Dates:	
Contract Amount:	
Estimated Total Project Cost:	
Project Completion Date:	

Reference #3

Name of Organization:	
Address:	
Contact Name:	
Contact Title:	
Telephone:	
Email:	
Summary of Project:	
Contractor's Service Dates:	
Contract Amount:	
Estimated Total Project Cost:	
Project Completion Date:	

Reference #4

Name of Organization:	
Address:	
Contact Name:	
Contact Title:	
Telephone:	
Email:	
Summary of Project:	
Contractor's Service Dates:	
Contract Amount:	
Estimated Total Project Cost:	
Project Completion Date:	

Attachment A-1

Proposed Fee Schedule

- Proposed Fee Schedule

CITY OF ALAMEDA
POLICE DEPARTMENT
PROPOSED FEE SCHEDULE

2023 Emergency Tow and Storage Charges

In submitting to provide for the towing and storage of vehicles for the City of Alameda at the call of the Alameda Police Department for a five-year period commencing April 1, 2023 through March 31, 2028, strictly in accordance with the instructions, terms, conditions and specifications as described in the 2023 Specifications and Provisions, all conditions described therein can be met and the following are proposed:

Bidder's Name:	
Mailing Address:	
Telephone:	
Email Address:	

1. CHARGES FOR SERVICES,: The method for calculating time begins when the driver arrives at the scene and ends when the driver leaves with the towed vehicle.

A. Rate for normal towing:

- 1) The rate for towing of any vehicle requiring one hour or less from the time of arrival of tow truck until tow truck moved vehicle in tow is:
\$ _____
- 2) The rate for towing services requiring more than one hour at the site of the tow prorated in 15 minute intervals after the first hour period is:
\$ _____

B. Rate for heavy equipment or complicated tows: Equipment charges shall be based on the size of equipment required to perform the work. The successful bidder may substitute heavy equipment to perform a normal tow at the normal equipment rate.

- 1) The rate for tows requiring use of a heavy tow truck or more than one tow truck towing any vehicle requiring one hour or

less from time of arrival of tow truck(s) until tow truck(s) move with vehicle in tow is:

\$ _____

- 2) The rate for the above, but for towing services requiring more than one hour at the site the tow prorated in 15minute intervals after the first one-half hour period is \$

C. Aborted Tows: The service charge for an Aborted Tow is:

\$ _____

D. Storage charges:

- 1) Storage charges for each licensed vehicle shall be, for the first 24 hour period, \$_____ with a minimum one day charge. Additional hours beyond 24 hours will be charged at \$_____per hour with a maximum of \$_____ per day.

- 2) A gate fee of \$_____may be charged for granting access to the storage yard outside normal working hours (8 AM and 6 PM Monday through Friday) or when access is not incidental to claiming or removing a vehicle. Access for Police Department representatives will be at no cost.

2. Storage Facilities:

A. Outdoor storage must be fenced and protected from unauthorized entry. The fencing shall provide security and be of a type to provide adequate screening so as to not present an unsightly appearance. The City will consider bidders that have outdoor storage within a five (5) mile radius from the Alameda Police Department. The address and location of storage facilities is:

and has a capacity for the storage of _____vehicles and, if not within the City of Alameda, is _____miles from the Alameda Police Department.

3. Personnel:

B. Number of employees: Clerical _____

Drivers _____

4. Bidder:

A. A current business financial statement is attached.

YES _____

NO _____

B. A notarized statement attesting to the financial ability is attached.

YES _____

NO _____

C. The bidder must submit a separate listing of any and all personal property and equipment either personally owned and/or presently leased for the purpose of use to execute this contract award. List model/make, license number, special capabilities and location where stored.

Signature of Bidder(s)

Name: _____

Signature: _____

Name: _____

Signature: _____

Dated: _____, 2023

**BID SUMMARY
ATTACHMENT A-1
TOWING AND VEHICLE STORAGE CHARGES**

Provide costs for performing the vehicle towing charges described below:

Company Name:	
1. Rate of normal towing:	\$
a. Charge for towing (one hour or less)	\$
b. Additional charges in excess of 60 minutes in increments of 15 minutes	\$
c. Towing services from within Alameda to a point outside the City of Alameda but within a 10 miles radius of central Alameda and not applicable to Police Tows.	\$
d. Towing services from within Alameda to a point outside the City of Alameda but outside a 10 miles radius of central Alameda and not applicable to Police Tows.	\$
(The time for calculating the above begins when the driver begins work at the scene and stops when the tow truck leaves with the towed vehicle.)	
2. Rate for heavy equipment or complicated tows	\$
a. Charge for towing (one hour or less)	\$
b. Additional charges in excess of 60 minutes in increments of 15 minutes	\$
c. Towing services from within Alameda to a point outside the City of Alameda but within a 10 miles radius of central Alameda and not applicable to Police Tows.	\$
d. Towing services from within Alameda to a point outside the City of Alameda but outside a 10 miles radius of central Alameda and not applicable to Police Tows.	\$
(The time for calculating the above begins when the driver begins work at the scene and stops when the tow truck leaves with the towed vehicle.)	
3. Aborted Tow Service Charge	\$
4. Storage Charges:	\$
a. Daily storage charge based on a 24-hour day measured from the time the vehicle is placed into storage and ending when the vehicle is removed. The first day of storage, regardless of actual storage time will be calculated as a full day.	
b. Hourly storage charge based on the hours in excess of a complete 24 hour day	\$
c. Maximum daily charge	\$
5. Gate Fee	\$
6. Rate for towing City-owned vehicles as a percent of normal rate	\$

Attachment B

City of Alameda Sample Service Provider Agreement (for Professional/Consultant Services)

- **Standard Service Provider Agreement**

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ____ day of _____, 20__ ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and COMPANY, a (California corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS ("**Provider**"), in reference to the following facts and circumstances:

RECITALS

A. The 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: _____.
[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 an 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.][Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City's administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.]

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. [Whereas, the City Council authorized the City Manager to execute this agreement on _____.]

E. The City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree 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.

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed

amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be 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.]] with the exception that the compensation shall be 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 any 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. 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 their 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. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

[If you wish to encumber department funds annually in the same amount, or if you are doing a contract with one-year extensions, then state: Compensation for this contract shall not exceed \$XX,XXX per year, for a total five-year compensation not to exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City]

[If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
FY XX-XX total compensation shall not exceed \$XX
Total five-year compensation shall not exceed \$XXX,XXX]

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the 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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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 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 and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent.

If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. 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 Sections 10.b. (1) through (5). 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

[(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

[(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the 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. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

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 require 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 or their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés 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 their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that 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 the 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 their designee.

c. Provider shall, at such time and in such form as City Manager or their 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 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 the 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 the 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 the 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 the City shall be addressed to the City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx]

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

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

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Name/Title]
Ph: (510) [xxx-xxxx] / Email

18. SAFETY:

a. 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. 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. 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. 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 the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the 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. ATTORNEYS' FEES AND COSTS:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

22. 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 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 the City.

23. 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.

24. WAIVER:

A waiver by the 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.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, 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 the City and Provider.

26. 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.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

30. [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 the City may determine to cancel, terminate, or suspend this Agreement. The 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 the 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, the 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, 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 accommodation 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.]

31. [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 the City may determine to cancel, terminate, or suspend this Agreement. The 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 the 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, the 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, 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.】

32. 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.】

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY
a (California corporation, LP, LLC,
GP, sole proprietor/individual)

CITY OF ALAMEDA
a municipal corporation

NAME
TITLE

Jennifer Ott
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

**Certification of Compliance
With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.
I declare under penalty of perjury that the foregoing is true and correct.

[Name of Entity]

Date: _____

By: [Name of Authorized Individual]
Its [Title]

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

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

(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:

City of Alameda
Police Department
1555 Oak Street
Alameda, CA 94501-7558

SAMPLE

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

REF: _____

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

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Attachment C

Ordinance 2673 Purchasing; Local Preference Policy

- **Ordinance 2673 Purchasing; Local Preference Policy
Amending Alameda Municipal Code Section 2-62**

CITY OF ALAMEDA ORDINANCE NO. 2673
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY REPEALING
SUBSECTION 2-62 (PURCHASING; LOCAL PREFERENCE POLICY)
OF ARTICLE V (ADMINISTRATIVE PROCEDURES AND POLICIES),
CHAPTER II (ADMINISTRATION), AND ADDING A NEW
SUBSECTION 2-62 (PURCHASING; LOCAL PREFERENCE POLICY)
ESTABLISHING PREFERENCE FOR LOCAL BUSINESSES IN THE
PURCHASE OF MATERIALS AND SUPPLIES AND IN THE
AWARD OF PERSONAL SERVICE CONTRACTS FOR LABOR

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALAMEDA that:

Section 1. The City Council of the City of Alameda does hereby find, determine and declare that:

1. The imminent loss of the Alameda Naval Air Station will have a negative financial impact on local businesses;

2. The current recession has severely impacted businesses in the City of Alameda, resulting in many established businesses going out of business, many stores being unoccupied, and the failure of new businesses to establish themselves in the City of Alameda;

3. That the City Council of the City of Alameda has determined that as part of the economic development of the City it is in the best interest of the City to implement the authority given in Alameda City Charter Sections 3-16 and 3-17, and, in addition, provide for a preference in the award of personal service contracts for those persons and businesses having a business in the City of Alameda; and

4. That such economic development will encourage, among other things, businesses establishing themselves in the City of Alameda to obtain the advantages of the preferences hereby established pursuant to this ordinance, and that such businesses bear the burdens of other businesses located in the City.

Section 2. The Alameda Municipal Code is hereby amended by repealing Subsection 2-62 (Purchasing; Local Preference Policy) of Article V (Administration) in its entirety.

Section 3. The Alameda Municipal Code is hereby amended by adding a new Section 2-62 (Purchasing; Local Preference Policy) to Article V (Administrative Procedures and Policies), of Chapter II (Administration), thereof to read:

Approved as to Form
[Signature]
CITY ATTORNEY

2-62 Purchasing: Local Preference Policy.

2-62.1 Definitions.

As used in this section:

Local business shall mean a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which hold a current business license with an Alameda business address which is not a Post Office box.

2-62.2 Award of Contracts for Materials and Supplies.

Subject to the limitations contained in this section, in the evaluation of bids or proposals for the award of all contracts for the purchase or lease of supplies, materials, equipment or other personal property, a local business shall, upon written application noted on the space provided on City bid or proposal documents, there shall be extended a five percent preference for local businesses. The awarding officer shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions, the service reputation of the bidder, and other information and data required to prove the lowest responsible bidder.

2-62.3 Award of Contracts for Labor.

Subject to the limitations contained in this section, in the evaluation of any contract or hiring of any labor for public contract work, preference shall be given to contractors, mechanics, artisans or other laborers of any class, who shall be a local business as defined herein, provided that the labor, quality and price of the work shall be equal to that of others who would be considered for the award of the contract.

2-62.4 Award of Personal Service Contracts.

Subject to the limitations contained in this section, in the evaluation of a contract for the performance of personal services, upon written application noted on the space provided on the City bid or proposal documents, there shall be extended a five percent preference for local businesses defined in this section, provided however, that all such contracts shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

2-62.5 Exemptions.

The following contracts are exempt from the provisions of this section:

1. Contracts to the extent to which application of the provisions of this section would be prohibited by state or federal law or regulation or would result in what the awarding authority finds to be an unacceptable loss of government revenue or funding.

2. Contracts funded in whole or in part from donations and gifts to the City to the extent the provisions would conflict with any special conditions attached to the gifts or donations, provided the gift and the special conditions have been approved and accepted pursuant to the donations policy of the City.

3. Contracts resulting from exigent emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety or welfare of the citizens of the City, or where in the judgment of the City Manager or his/her designee the operational effectiveness or a significant City function would be seriously threatened if the contract were not entered into expeditiously.

4. Contracts with any single or sole source supplier for supplies, material, equipment or other personal property.

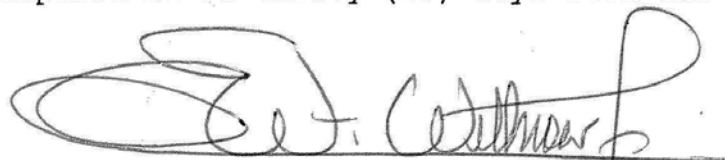
2-62.6 Enforcement and Penalties.

If the City Manager or his/her designee determines that a contractor or bidder has made an intentional misstatement to obtain a price preference under this section, the contractor or bidder shall be subject to any remedy available to the City at law or equity, including, but not limited to the following:

1. A finding of intentional misstatement or non-compliance shall be regarded by the awarding authority as a basis for determining whether or not the bidder or contractor is a responsible bidder for the present and future contracts. Any disqualification imposed as a result of this determination shall last for a period of one year.

2. An intentional misstatement made to obtain a price preference under this section shall subject the recipient of any such price preference to a civil penalty of treble the dollar price preference received, or \$1,000, whichever is greater.

Section 4. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.



Presiding Officer of the City Council

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the 2nd day of, August, 1994 by the following vote to wit:

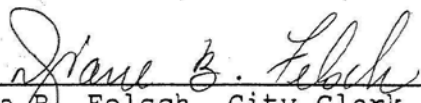
AYES: Councilmembers Appezzato, Arnerich, Lucas,
Roth and President Withrow - 5.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 3rd day of August, 1994.



Diane B. Felsch, City Clerk
City of Alameda