

# REQUEST FOR PROPOSALS

## IMPLEMENTATION OF A SCHOOL OUTREACH PROGRAM

CITY OF ALAMEDA

May 17, 2022

Important Dates:

|  |                         |
|--|-------------------------|
| Proposal Due Date:                               | June 02, 2022 by 2 p.m. |
| Selected Proposer Notified:                      | June 09, 2022           |
| Submit Required<br>Contract/Insurance Documents: | June 12, 2022           |
| Projected Start Date:                            | July 20 2022            |

Contact:

Dylan Hammond, Program Specialist II  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
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## I. INTRODUCTION

The City of Alameda (City) is requesting Proposals from qualified organizations to assist the City in the implementation of a school outreach program that promotes watershed awareness and stormwater pollution prevention, encourages anti-litter behavior by promoting proper waste disposal and fostering the use of reusable items among K-6 students in Alameda schools.

### A. Background.

The City of Alameda is a charter city with a population of over 75,000. Federal and state laws require the City to reduce the amount of trash that goes into landfills and to protect the water quality of San Francisco Bay by preventing stormwater pollution (pollution from materials that end up in the Bay through storm drains).

The City is using a multi-faceted approach in educating its residents, businesses, and employees about stormwater pollution prevention, proper waste disposal, recycling, and diversion. This RFP is focused on educating Alameda students (K-6 grades).

### B. Purpose of the Request.

The City desires to obtain the services of an outside organization to implement a school outreach program that inspires environmental stewardship, fosters the use of reusable items, and helps students learn about stormwater pollution prevention, proper waste disposal, and recycling.

The project will include designing and implementing an educational, environmental program for Alameda schools (K-6). Projects may include, but are not limited to school assemblies, classroom presentations, hands-on student participation, or environmental action activities.

The selected organization will provide a full range of services listed under Project Specifics (see item D on page 2).

## II. SCOPE OF SERVICES

The scope of services includes, but is not limited to the following:

### A. Eligibility:

1. Projects must be implemented within the City of Alameda schools.
2. Proposers should have a proven track record of successfully providing environmental outreach to students.
3. Proposers should demonstrate knowledge of the Next Generation Science Standards and California's Environmental Principles and Concepts.
4. Funding is for actual implementation of projects; therefore, any planning type projects are not eligible.

- B. Educational Projects must:
1. Educate students about stormwater pollution and what they can do to prevent it.
  2. Teach students the concept of watersheds and familiarize them with their local watersheds.
  3. Encourage anti-litter behavior by educating and promoting proper waste disposal, recycling, composting and diversion, including proper sorting to reduce contamination.
  4. Foster the use of reusable items.
  5. Educate students about food waste prevention and composting, including decomposition of matter and the connection to climate change.
  6. Connect with the Next Generation Science Standards and California's Environmental Principles and Concepts.
  7. Contain an evaluation mechanism that includes a detailed description of the methods to be used to evaluate the success of the project.
- C. Projects may include, though certainly are not limited to the following types of activities:
1. School assemblies
  2. Classroom presentations
  3. Hands on student participation
  4. Environmental action activities
- D. Project Specifics:

**Program Implementation**

1. Create flyer and prepare a project announcement letter for CITY review and approval.
2. Create a project-specific handout reinforcing project-specific environmental messages for CITY review and approval. Distribute handout to program attendees.
3. Mail project announcement letters and flyers to Alameda schools (maximum mailings twice/year).
4. Schedule and perform educational projects at Alameda schools, libraries, and CITY-sponsored events (i.e., Earth Day). Program implementation at Alameda libraries and CITY-sponsored events must be pre-approved by the CITY.

**Program Evaluation:**

1. Evaluate the effectiveness of the Program through teacher/educator evaluation forms.

**Deliverables:**

1. Provide a mid-year report to CITY staff listing date, time, and venue of program delivery (i.e. name of school, library, etc.), number of programs, estimated number of attendees, and contact person.
2. Submit a formal annual report and the end of the project year. The annual report shall include at a minimum the following information:
  - a. Brief summary of the project/lessons/activities.

- b. The names and dates of the schools where the project was implemented including the number of students reached.
- c. A summary of evaluations received and copies of original evaluation forms.

### III. PROPOSAL FORMAT

A. Proposal *format* and *content* are important. Proposals are requested to be in digital format. Proposal length (including the title page but excluding resumes and other attachments) is limited and should not exceed 10 pages. Clarity and conciseness are essential and will be considered in assessing the submitters' capabilities. **Proposals should be in digital format (i.e., Microsoft Word or PDF) and must be submitted to Dylan Hammond at [dhammond@alameda.gov](mailto:dhammond@alameda.gov) by 2 p.m. on June 02, 2022.** Facsimile, faxed, or late proposals will not be accepted.

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should be organized in the following manner:

1. **Transmittal Letter**  
Signed by a responsible party authorized to represent the proposing agency, group, company, or individual.
2. **Title Page**  
Must contain:
  - a. Name of the organization for which the proposal is prepared (City of Alameda)
  - b. Subject of the proposal
  - c. Name of the proposer's organization
  - d. Location address
  - e. Name of the contact person
  - f. Telephone number and email address
  - g. Date and signature of a responsible party authorized to represent the proposing agency or organization.
3. **Table of Contents**  
Clearly identify materials by section and page number.
4. **Proposal Content**
  - a. Overview and Summary
  - b. Project Description: Describe clearly and succinctly the project that is being proposed.
    - Explain how your project educates students about their local watershed, stormwater pollution prevention, litter prevention, proper waste disposal, recycling, and diversion and fosters the use of reusable items.

- Identify your target audience and include the number of students that your project will reach as well as the duration of the proposed classroom lesson, presentation, or workshop.
  - Explain how you will publicize the project.
  - Describe project evaluation methodology and include a sample evaluation form.
  - Each project must include a separate breakdown of the following:
    - Name of Project
    - Detailed Work Plan: Provide a detailed scope of work for the tasks proposed. Task descriptions should be clear and complete.
    - Schedule: Describe the schedule for completing each task.
    - Cost Proposal: Submit detailed cost information for each task with a breakdown by the number of hours and hourly rates for each category of personnel assigned to the proposal and other direct expenses. Additionally, each proposed project should indicate the dollar amount per student trained.
- c. **Summary of Qualifications:** This section shall describe your group's experience relating to the proposed project. The proposal must include:
- Detailed description of previous projects which significantly relate to your qualifications for this project.
  - List of current and former projects where your organization performed similar services. Include a contact name and telephone number for each.
  - Names and copies of resumes of people who will be working on the proposed project.
  - List three references which include the name, phone number, address of the person who knows your work.

## B. Proposed Project Schedule.

The planned project period is for one year with an option to renew up to four years if the project successfully meets the evaluation criteria.

The selected project will be periodically evaluated based on the following criteria:

1. Timeliness and completion of invoicing and reporting requirements.
2. On-site observation (unannounced) by City staff.
3. Fulfillment of the scope of work.

The City shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Proposer to carry out orders given, or to perform any of

the provisions of the work. The Proposer shall immediately obey such orders of the City and shall not resume the work until ordered in writing by the City.

#### IV. SELECTION PROCESS

##### A. Qualifications.

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

##### B. Funding.

The City has currently an annual budget of \$29,000 for this project. If selected, the applicant will receive payments after submittal of detailed invoices.

##### C. Selection Criteria.

Proposals will be reviewed and ranked by a selection panel. The proposal receiving the highest ranking will be selected to implement a school outreach program. A sample agreement is attached. The City reserves the right to reject all Proposals.

The City will evaluate all proposals according to the eight selection criteria listed below. Each criterion has a weighting value that is reflected in the number following it. Your proposal should demonstrate the following:

1. Explain how your project will educate students about their local watershed, stormwater pollution prevention, litter prevention, proper waste disposal, recycling, composting and diversion, including proper sorting to reduce contamination. (20)
2. Identify your target audience and provide the numbers of students your project will reach including the duration of your proposed classroom lesson, presentation, or workshop. (10)
3. Show how you will implement the proposed project successfully and connect with Next Generation Science Standards and California's Environmental Principles and Concepts. (15)
4. Demonstrate that the goal of your project is achieved in a cost-effective manner including dollar amount per student. (10)
5. Describe what methods you will use to evaluate the success of your project. Please include a sample evaluation form. (10)
6. Explain how you will market your project. (5)
7. Fully described how your previous experience qualifies you to implement the proposed project. (15)
8. Adhere to the instructions for submitting the proposal and include a clear and concise scope of work. (15)

##### D. Proposed Selection and Project Schedule.

June 02, 2022 Proposals due by 2 p.m.  
June 09, 2022 Selected proposer will be notified and agreement mailed/emailed.  
June 12, 2022 Signed contract and insurance documents due to City.  
July , 2022 Contract expected to be executed  
July 1, 2022 Projected Start Date

## **V. PROPOSAL DUE DATE AND DELIVERY**

Proposals should be submitted in a digital format (Microsoft Word or Adobe PDF) clearly marked with the project name, and should be submitted no later than:

**2:00 p.m. on June 02, 2022**

to the following email address: [dhammond@alamedaca.gov](mailto:dhammond@alamedaca.gov) . All copies received by that time will be date and time stamped. Proposals will not be accepted after this time.

Faxed proposals will not be accepted.

## **VI. CONDITIONS OF REQUEST**

### **A. General Conditions.**

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

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

### **B. Liability of Costs and Responsibility.**

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

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



C. Standard Contractor Agreement.

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

D. Permits and Licenses.

Proposer, and all of Proposer's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

E. Proposer's Representative.

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

F. Award of Contract

The award of contract, if it be awarded, will be to the responsible Proposer with the highest ranking proposal and whose Proposal best complies with all requirements described herein.

ATTACHMENT:

Standard Contractor 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: Implementation of a School Outreach Program. City staff issued an RFP on May 17, 2022 and after a submittal period of fifteen 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.
  
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
  
- D. The City and Provider desire to enter into an agreement for Implementation of a School Outreach Program, 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 four (4) 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.

**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 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit 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 Exhibit B.

b. 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 Indemnitees 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.

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(S):**

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).

f. **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  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Dylan Hammond, Program Specialist II  
Ph: (510) 747-7949 / Email: [dhammond@alamedaca.gov](mailto:dhammond@alamedaca.gov)

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  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

**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:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. 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.

**[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

\_\_\_\_\_  
Dirk Brazil  
Interim City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Len Aslanian  
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 vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

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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]\_\_\_\_\_

---

<sup>1</sup> 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

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

**REF:**

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

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                        |                             |
|------------------------|-----------------------------|
| Endorsement Effective: | Countersigned By:           |
| Named Insured:         | (Authorized Representative) |

SCHEDULE

Name of Person or Organization:

**SAMPLE**

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

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

**REF:**

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

NOTICE OF CANCELLATION:

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CA 20 48 02 99

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