

# REQUEST FOR PROPOSALS

**Fire Sprinkler, Fire Alarm and Intrusion System, Monitoring, Testing, Inspecting,  
Repair and Maintenance**

**CITY OF ALAMEDA, CALIFORNIA**



**Important Dates:**

Electronic Proposal Due Date:	Aug 19, 2025 by 2 p.m.
Award of Agreement:	Oct 07, 2025
Projected Agreement Start Date:	Nov 1, 2025

**Contact:**

Chandni Patel, Facilities Project Manager  
Public Works  
City of Alameda  
950 West Mall Square  
Alameda, CA 94501  
Phone: 510-747-7978  
Email: [cpatel@alamedaca.gov](mailto:cpatel@alamedaca.gov)

**ALL PROPOSALS SHALL BE SUBMITTED IN ELECTRONIC FORMAT (PDF) TO THE CITY OF ALAMEDA'S PUBLIC WORKS GENERAL MAILBOX AT [PW@ALAMEDACA.GOV](mailto:PW@ALAMEDACA.GOV) BY 2 P.M. ON AUGUST 19, 2025.**

# CITY OF ALAMEDA REQUEST FOR PROPOSALS

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**REQUEST FOR PROPOSALS**  
***Fire Sprinkler, Fire Alarm and Intrusion System, Monitoring, Testing, Inspecting, Repair and Maintenance***

**I. INTRODUCTION AND BACKGROUND**

The City of Alameda invites proposals for the Fire Sprinkler, Fire Alarm and Intrusion System, Monitoring, Testing, Inspecting, Repair and Maintenance.

Proposers shall read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations apply when the Proposer submits a proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and if invited, participate in an evaluation interview panel.

**II. SCOPE OF SERVICES**

The Service Provider shall provide all inspection, maintenance and testing of Water-Based Fire Protection Systems; 24-Hour Monitoring, Inspections and Testing of Fire Alarm Systems; 24-Hour Monitoring of Intrusion and Panic Systems; and Inspection and Certification of Halon and Ansul Systems in full compliance with all manufacturer's recommendations and applicable regulatory requirements of Federal, State and Local agencies. See Appendix A for a detailed Scope of Services.

**III. PROPOSAL REQUIREMENTS**

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

**1. Statement of Qualifications**

The Proposer shall prepare a statement of qualifications which identifies:

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Proposers' shop and storage facilities intended to support the City.
- b) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a

description of the service performed, the dollar amount of the contract, and the date of performance.

- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the contract; and the type of work to be performed by each individual.
- d) The following information on all state or federal litigation in which Proposer or any proposed subcontractor was a named party, or worked under contract with a party named in a lawsuit:
  - 1. Case name and case number
  - 2. Case location (including county and state for state litigation, or district for federal litigation)
  - 3. Year case was filed
  - 4. Whether case is pending or resolved, and outcome (if any)
  - 5. Description of the case (i.e., type of case, whether case is typical, what claims were alleged against Bidder or subcontractor)

2. **Statement of Exceptions, if any, to Standard Service Provider Agreement.**

The selected firm will be required to execute the Service Provide Agreement included in template form as **Appendix C**. All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in this Agreement. If Proposer wishes to take exception to any of the terms and conditions contained in the Agreement for Service, these should be identified specifically; otherwise include a statement of no exception, labeled as Exhibit B in the submitted proposal. 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.

3. **Project Pricing**

Prepare a cost schedule for all possible work unit pricing. Define each unit of service and list any exclusions for each work type. Be sure to include a unit cost for each activity presented in the Work Plan. Unit costs shall include all incidental costs including travel, equipment, documentation, etc.

4. **Time Line for Taking over from Current Service Provider**

The current Service Provider for City of Alameda is Tri-Signal Integration. The Proposer will prepare a concrete 30-day time line to take over from Tri-Signal Integration and submit with this RFP.

## **5. Team Organizational Structure**

Describe the firm's team organization, including identification of any partners or subconsultants/subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

## **6. Resumes and Qualifications of Proposed Personnel**

Include resumes for all personnel proposed for the Project.

## **IV. PROPOSAL FORMAT**

The Proposal shall be submitted in electronic format (PDF) to the City of Alameda's Public Works general mailbox at pw@alamedaca.gov by 2 p.m. on August 19, 2025. It is the Proposer's responsibility to clearly identify the RFP name in the email subject line "RFP for Fire Alarm Monitoring and Maintenance". It is also the Proposer's responsibility to acknowledge and respond to the automated response message from the City of Alameda so that the email is released from the City's spam account. The City shall not be held liable for negligence on the Proposer's part to confirm acknowledgement or failure to respond to the automated message. The time and date on the email, as received in the City's general mailbox, will serve as the official received date and time stamp. Please allow sufficient time to submit and acknowledge the submittal of your proposal. RFP's with a time stamp after 2 p.m. will not be accepted. Any Proposal received prior to 2 p.m. on August 19, 2025 may be modified by written addendum or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due. Section VI contains a complete list of proposal requirements.

## **V. SELECTION PROCESS**

After review of the submitted proposals, the City may invite some or all proposers to present their qualifications and proposed approach or may decide to select one proposer without conducting interviews and enter into contract negotiations directly. All proposers are required to attend at least one mandatory bid walk. A bid from proposers who did not attend at least one scheduled bid walk will be determined to be non-responsive and will not be considered for this contract. Bid walks are anticipated to be conducted according to the schedule provided in Section VIII.

The final selection will be based upon the following criteria:

### **1. Ability of the Proposer to Carry Out and Manage the Proposed Project**

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to

undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

**2. Qualifications**

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

**3. Willingness to Comply with the Proposed Agreement Terms**

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

**4. Cost of Proposal**

Cost, while not determinative, will be considered in the selection process.

**5. Local Business**

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location. Firms located in the City of Alameda, or who have a team member who lives in Alameda, may be given local preference.

**VI. SELECTION TIMELINE**

The City has designated the following activities and dates as key to the project schedule. Proposers are encouraged to assist the City in adhering to this timeline. The City reserves the right to change the schedule at its own discretion.

Anticipated Schedule for Selection		
Issuance of Request for Proposals:		July 25th
Bid Questions:	2 PM	Aug 05, 2025
Bid Addendum (If Necessary):	2 PM	Aug 12, 2025
Bid Due Date:	2 PM	Aug 19, 2025
Contract Award (Anticipated):	Oct 07, 2025	

## **VII. GENERAL CONDITIONS**

1. **Nondiscrimination:** Applicants for this RFP shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
2. **Permits, Licenses, and Insurance:** The successful applicant for this RFP shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP all appropriate permits, certificates, licenses, and insurance including, but not limited to, a City of Alameda Business License which may be required in connection with the performance of services hereunder.
3. **Signatures and Declarations:** Each proposal responding to this RFP must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
4. **City's Right to Waive:** The City reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP or in the submission of a proposal.
5. **City's Right to Modify the RFP:** The City reserves the right, in its sole discretion, to modify this RFP should the City deem that it is in its best interests to do so. Any changes to the RFP requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.
6. **City's Right to Suspend or Cancel the RFP:** The City reserves the right, in its sole discretion, to suspend or 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.
7. **City's Right to Reject Any Proposal:** The City reserves the right, in its sole discretion, to reject any proposal responding to this RFP that the City determines does not satisfy the conditions set forth in this RFP, or contains false, misleading, or materially incomplete information. The City reserves the right, in its sole discretion, to reject all applicants and not to award to any applicant should the City deem that it is in its best interests to do so.
8. **City's Right to Extend RFP Deadlines:** The City reserves the right, in its sole discretion, to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.
9. **Cost of Proposals:** All costs incurred during proposal preparation or in any way associated with an applicant's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Applicant.
10. **Liability for RFP Errors:** Applicants are solely responsible for all errors and omissions contained in their responses to the RFP.

11. **Proposals Property of City:** Upon receipt, each proposal responding to this RFP that an applicant submits to the City becomes the sole property of the City and will not be returned to the applicant.
12. **Oral and Written Explanations:** The City shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all applicants to this RFP.
13. **Public Record:** All proposals submitted to the City are subject to the California Public Records Act.

### **VIII. QUESTIONS**

The RFP is available electronically as a download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>. Proposers are solely responsible for determining if any addenda have been issued. Addenda will be published on this same website.

Please direct any Project questions to Chandni Patel, Facilities Project Manager at [cpatel@alamedaca.gov](mailto:cpatel@alamedaca.gov). Questions must be submitted by written email and received by 2 p.m. on August 05, 2025.



## APPENDIX A

### SCOPE OF SERVICES:

The purpose of this agreement is for the Service Provider to perform the following in compliance with applicable codes **including but not limited to** NFPA 25, NFPA 72, NFPA 2001, California Code of Regulations (Title 19 and Title 24), OSHA (29 CFR 1910.164), and local City of Alameda ordinances:

1. **Inspection and Testing of Water-Based Fire Protection Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Services shall meet NFPA 25 and CCR Title 19 requirements, including 5-year internal inspections.
2. **24 Hour Monitoring, Inspection and Testing of Fire Alarm Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Services shall comply with NFPA 72 and California Title 19.
3. **24 Hour Monitoring of Intrusion and Panic Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. All equipment shall be maintained in accordance with manufacturer specifications.
4. **Inspection and Certification of Halon and Ansul Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Halon systems shall follow NFPA 2001 and all relevant environmental and decommissioning standards. Ansul systems shall comply with NFPA 17A relevant inspections and tests.

Service Provider shall maintain the alarm systems and associated equipment in good operating condition in accordance with manufacturer's specifications and in a fashion that maximize performance, safety, and life span of the area and equipment:

Service Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workmanlike manner, conforming to best industry practices, and in conformance with all applicable original manufacturer's specifications. Service Provider shall facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the alarm equipment covered by this Agreement.

Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the property site.

Service Provider shall be responsible, at no additional cost to the City, for executing all paperwork to the State of California and any other agencies necessary.

## **SERVICE DEFINITIONS:**

**All services shall comply with applicable local City of Alameda, CFC, UL and NFPA requirements.**

1. **24 Hour Monitoring:** Service provider shall provide 24-hour UL listed central station wireless monitoring of Fire Alarm, Intrusion and Panic System.
  - a. **Fire Alarms** shall be recognized as any device(s) part of a fire system working together to detect and warn people through visual and audio appliances when smoke, fire, carbon monoxide or other emergencies are present.
  - b. **Intrusion** shall be identified as a monitoring breach not necessarily identifying a wrongful entry.
  - c. **Panic** shall be identified as a breach of entry without permission from the authorizing agency at any given site or time.

**For Fire, Intrusion and Panic Alarms Service Providers 24 Hour central station shall immediately contact the Alameda Police Department Dispatch at 510-337-8340.**

2. **Semi-Annual Inspection and Test:** Shall include but not be limited to, a complete visual inspection of Fire Alarm System including batteries, annunciators, smoke detectors, heat detectors, pull stations, water flow/tamper switch function test and operation of control valves. In addition inspectors/technician shall test water flow at each riser, confirm proper signage is present. Tag system for certification.
3. **Annual Inspection and Test:** Shall include but not be limited to, a complete visual inspection of entire Fire Alarm System, diagnostic tests of control panel equipment, auxiliary/monitoring functions, functional tests of all audible and visual signaling devices, whether AC powered or battery operated, initiating the following: manual pull stations smoke detectors, heat detectors, and HVAC duct detectors.
4. **Annual Automatic Fire Sprinkler Inspection and Test:** Per NFPA 25 and State of California Title 19 requirements, testing shall include but not be limited to, visual inspection of sprinkler heads, main drain test, operation of control valves and test flow at each riser.
5. **Five Year Automatic Fire Sprinkler and Stand Pipe Inspection and Test:** Service Provider shall be responsible for monitoring and maintaining current, continuous Five Year certification. Per State of California C.C.R. Title 19, NFPA25 and local authority requirements, services shall include but not be limited to a full inspection of system and

water flows, such as: Sprinklers, Hangers, Seismic Braces, Pipes and Fittings both in accessible ,concealed spaces and under exposed ceilings, wet sprinkler and combination standpipe, internal obstruction(s), fire department connection and backflush, interior space of check valve(s), water flow and tamper switch function, operation of control valve(s), flow test at each riser. Currently, all facilities Five Year certifications overlap each other.

**Service Provider shall notify the Facilities Maintenance Supervisor within 90 days of expiration when a Fire Sprinkler System is due for a Five Year Automatic Fire Sprinkler and Stand Pipe Inspection and Test.**

**\*Five Year Certification shall be quoted separately from this contract.**

6. **Halon and Ansul Systems:** Service Provider shall be responsible for inspecting Halon and Ansul Systems annually in order to maintain current certification. Service Provider shall coordinate inspections with the Facilities Maintenance Supervisor for recertification.

There is (1) Halon System at the Alameda Police Station. There are (2) Ansul Systems at the Mastick Senior Center Kitchen.

**Service Provider shall notify the Facilities Maintenance Supervisor within 90 days of expiration when a Halon or Ansul System is due for a recertification.**

## **DETAILED SCOPE OF SERVICES REQUIREMENTS**

**All services shall comply with applicable local City of Alameda, CFC, UL and NFPA requirements.**

Inspection, Testing and repair to the **Water-Based Fire Protection System** or **Fire Alarm System** shall meet current National Fire Protection Administration (NFPA) guidelines. **This includes Title 19 reporting requirements.** At the end of any inspection of a building facility, the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor within forty eight (48) hours or five (5) business days detailing any Fire Protection System or Fire Alarm System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

Any repair or installation of additional equipment to the **Intrusion** and **Panic System** shall conform to the manufacturer's recommendations and specifications. If the Service Provider is called out to perform an inspection of the Intrusion or Panic System the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor forty eight (48) hours or five (5) business days detailing any Intrusion or Panic System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

Any repair to the **Halon** or **Ansul Systems** shall meet current National Fire Protection Administration (NFPA) guidelines. At the end of any inspection of a building facilities **Halon** or

**Ansul System**, the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor within forty eight (48) hours or five (5) business days detailing any Halon or Ansul System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

**Report Delivery Location (email preferred):**

Gerardo Torres  
*Facilities Maintenance Supervisor*  
Maintenance Service Center  
1616 Fortmann Way  
Alameda, CA 94542  
[gtorres@alamedaca.gov](mailto:gtorres@alamedaca.gov)

**ALARMS TRANSITION AND CONTRACT MANAGEMENT PLAN**

Within fifteen (15) working days after notification of award, Service Provider shall meet with the Facilities Maintenance Supervisor, discuss and provide the Alarms Transition and Contract Management Plan, which shall include but not be limited to:

- Service transition from current provider to new Service Provider.
- A schedule indicating which site specific services are to be performed for the duration of the contract. This shall aide the Facilities Maintenance Supervisor in coordinating building access.
- Service Providers record keeping system.
- Service Providers Title 19 reporting and filing system.
- Service Providers communication plan for uniform reporting of deficiencies and quotations.
- Service Providers sample monitoring log, or monitoring data form.

**PROJECT REQUIREMENTS**

**Safety:** Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety guidelines and industry standards. This includes but is no limited to all reasonable precautions for safety of the public, property tenants, service provider's employees, service provider's subcontractors, City of Alameda employees, and other person on or about the property site.

**Licenses:** The Service Provider shall maintain a valid C-10 and C-16 license, be certified to work on all panels listed by the City of Alameda and shall only have qualified staff perform all work.

**Inspections and Tests:** Service Provider must perform inspection and testing services during normal working days and business hours, which are defined as Monday through Friday,

7:00 a.m. to 5:00 p.m. (except scheduled holidays). The Service Provider shall notify the City of Alameda's Building Maintenance Supervisor at least forty eight (48) hours in advance of any unscheduled or inspections, tests or repairs.

**Service Call Outs:**

- **Regular Service Call Outs** shall be performed during the business hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Regular Service Call Outs are considered a need for non-emergency service where the Service Provider shall dispatch a technician to arrive on site within forty eight hours (48) or two (2) business days of the request for service. For detailed Regular Service Call Out time parameters, reference Page 25, Call Outs, Item No.1.
- **After Hour & Emergency Service Call Outs** shall be considered as an immediate need for service where the Service Provider shall dispatch a technician to arrive on site within four (4) hours of the request. After Hour and Emergency Call Outs are requests for service outside of normal business hours which include weekends. For detailed After Hour and Emergency Service Call Out time parameters, reference Page 25, Call Outs, Item No.2.

**Reporting:** Service Provider shall be responsible, at no additional cost to the City, for executing all paperwork to the State of California and any other authorities or agencies having jurisdiction as necessary. Reporting includes Title 19 requirements. Service Provider is required to maintain inspection reports/logs on site, near or around the Fire Alarm Control Panel (FACP) and deliver or email to Facilities Maintenance Supervisor. More information in "DETAILED SCOPE OF SERVICES REQUIREMENTS" for the post inspection report delivery process. Provider shall develop and maintain a database of alarm panel locations, manufacturers and models including all existing alarms systems and/or new alarms that are requested to be added as Extra Work to this contract. Appendix B may be used for reference.

**Billing and Invoices:** Service Provider shall include all labor, materials, transportation, truck charges, service equipment, employee safety equipment, supervision, applicable taxes, and all other materials required, under this Agreement.

Payment for work done under the contract shall be made on the basis of the Service Provider's Agreement (See Appendix C). Payment for work done shall be made on a monthly basis for the previous month's work. Service Provider shall submit a monthly bill. The value of any work not completed or not satisfactorily completed as determined by the Public Works Superintendent or designee, shall be deducted from the payment for that month's work. In the event the contract includes a partial month, the Service Provider shall receive payment on pro-rata basis for the work completed. In the event that additional areas of work are added, payment will be made for the increased area prorated on the basis of the added area and the time remaining on the contract.

Invoices shall be mailed to:

Attn: Becka Merchant  
*Administrative Assistant*  
City Hall West - Public Works Department  
950 West Mall Sq. Ste 110  
Alameda, CA 94501

Invoices shall also be emailed to:

[rmerchant@alamedaca.gov](mailto:rmerchant@alamedaca.gov)  
[gtorres@alamedaca.gov](mailto:gtorres@alamedaca.gov)

*Service Facility Locations on next page*

Item	Facility	Address	Approximate Square Footage	Floors
1	City Hall	2263 Santa Clara Ave	36,686	3
	City Hall consists of three floors and an accessible attic. An elevator is accessible to all floors. There is an Intrusion Alarm at Finance Room #220 only. There are panic devices throughout the facility. This zone list is located in the FACP room on the first floor. There is also a Fire Alarm System and Fire Sprinkler System.			
2	Police Station	1555 Oak St	35,184	3
	APD is a three story 24 hour occupied facility consisting of break rooms, restrooms, locker and shower rooms, offices, conference rooms, firing range, weight room and lobby and an elevator. There is also a Fire Alarm System and Fire Sprinkler System. The Alameda Police Department is the only City facility that is equipped with a Halon system, which requires continuous annual certification.			
3	Police Evidence	1851 Monarch St		1
	Police evidence is a single story building consisting of two wings, including several rooms and outdoor storage areas. There is an Intrusion and Fire Alarm System.			
4	Main Library	1550 Oak St	47,500	3
	The Main Library is a three story facility consisting of break rooms, restrooms, offices, conference rooms, a lobby and an elevator. There is a roof top penthouse containing the HVAC air handler Domestic equipment. There is a Fire Alarm System a Fire Sprinkler System and an Intrusion Alarm System.			
5	West End Library	788 Santa Clara Ave	3,400	1
	The West End Library is a single story facility consisting of restrooms, offices, conference rooms, a lobby and a basement. There is a Fire Alarm System and a Panic System.			
6	Bay Farm Island Library	3221 Mecartney Ave	2,700	1
	The Bay Farm Island Library is a single story facility consisting of restrooms, offices, a lobby and an attic where HVAC equipment is installed. There is a Fire Alarm System and a Panic System.			
7	ARPD Admin Bldg	2226 Santa Clara Ave	6,286	1
	The ARPD Administration Building is a single story facility consisting of restrooms, offices, a lobby and a basement where HVAC equipment is installed. There is an Intrusion System.			
8	Carnegie Bldg	2264 Santa Clara Ave		3
	The Carnegie Building is a three story facility consisting of restrooms, a foyer and a basement. There is a Fire Alarm and Intrusion System.			
9	Veterans Bldg	2203 Central Ave	39,051	3
	The Veterans Building is a three story facility including an attic where HVAC air handler equipment located. There are no duct sensors on this system. The facility consists of restrooms, offices, conference rooms, a decommissioned kitchen, foyer and an elevator. There is a Fire Alarm System.			
10	Mastick Senior Center	1155 Santa Clara Ave	26,000	1
	Mastick Senior Center is a single story facility including an attic where IT equipment located. The facility consists of restrooms, offices, conference rooms, a two kitchens and a lobby. There is a Fire Alarm System. Mastick Senior Center is the only City Facility that is equipped with an Ansul System, which requires annual inspection and testing.			
11	BayPort Rec Bldg	301 Jack London Ave	2,100	1
	Bay Port Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
12	O'Club	641 W Redline Ave	28,538	1
	The Officers Club is a single story facility. The facility consists of restrooms, offices, multipurpose rooms and a decommissioned Kitchen. There is a Fire Alarm System.			
13	Alameda Gymnasium	1101 W Redline Ave	36,660	1
	The Alameda Gymnasium is a single story facility. The facility consists of multipurpose courts, restrooms, offices, and storage rooms. There is a Fire Alarm System.			
14	City Hall West	950 W Mall Sq	47,945	2
	City Hall West is a two story facility with an elevator. The facility consists of offices, restrooms, storage rooms and a first floor mechanical room where a boiler system and domestic hot water system is installed. There is a Fire Alarm System.			
15	Bldg 2 Wing 2	1025 W Midway St		2

	Building 2 Wing 2 is a two story facility. The facility consists of general storage area on the first floor, which has an Intrusion System. The second floor consists of AT&T telephone equipment which is also monitored by an Intrusion System.			
16	Maintenance Service Center	1616 Fortmann Wy	24,407	1
	The Maintenance Service Center is a single story facility. The facility consists of general storage areas, restrooms, showers, offices, garage space and shops. There is a Fire Alarm, Intrusion System and Panic System.			
17	Alameda Fleet Services	2040 Grand St	8,743	1
	Alameda Fleet Services is a single story facility. The facility consists of general storage areas, restrooms, offices, garage space and a general shop area. There is a Fire Alarm System.			
18	Civic Center Parking Garage	1416 Oak St	90,000	6
	The Civic Center Parking Garage is a six story facility. The facility consists of general parking area, an elevator, two stairwells, electric vehicle charging stations and an Electrical Room where the FACP and facility panel boards are located. There is a Fire Alarm System and Fire Sprinkler System.			
19	Emergency Operations Center	1809 Grand St	1,995	2
	Fire Station #3	1625 Buena Vista Ave	7,306	2
	(Both facilities located on single parcel)			
	The Emergency Operations Center and Fire Station #3 are two separate facilities with two separate address located on one parcel. The EOC is a two story facility with an elevator, restrooms, showers, meeting rooms and IT closet. Fire Station #3 is a two story facility with restrooms, showers, dormitories, shop space, garage space, kitchen, weight room and IT closet. There is a Fire Sprinkler System at each facility. The Fire Alarm Control Panel is located on the first floor of the EOC and monitors both facilities.			
20	Fire Station #4	2959 Mecartney Ave	11,234	1
	Fire Station #4 is a single story facility with restrooms, showers, dormitories, shop space, office space, weight room, garage space, and kitchen. There is a Fire Alarm System.			
21	Fire Station #5 - Wing of Bldg 6	950 W Ranger Ave	18,250	1
	Building 6, Fire Training Center, is a wing of Building 6 used by the Alameda Fire Department. This is a single story facility with restrooms, shop space, office space, weight room, garage space, and noncommercial kitchen. There is a Fire Alarm System.			
22	Public Works - Wing of Bldg 6	950 W Ranger Ave	18,250	1
	Building 6, Public Works, is a wing of Building 6 used by the Public Works Department. This is a single story facility with restrooms, general storage space for our divisions of Facilities, Sewer, Storm, Fleet, Street Lights, Traffic Signal, Plumbing and Signs. There is a Fire Alarm System.			
23	Krusi Park Rec Center	933 Mound St	2,676	1
	Krusi Park Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
23	Godfrey Park Rec Center	933 Mound St	2,676	1
	Godfrey Park Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
23	Tillman Park Rec Center	220 Auginbaugh Wy	1,000	1
	Tillman Park Recreation Building is a single story facility. The facility consists of restrooms, an office, and a multipurpose room. There is a Fire Sprinkler Standpipe.			
23	Littlejohn Park Rec Center	1401 Pacific Ave	1,370	1
	Littlejohn Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			



Item	Facility	Address	Approximate Square Footage	Floors	Service	Alarm Type	Alarm Panel Mfg	Model Number	Cost Per Year
1	City Hall	2263 Santa Clara Ave	36,686	3	24 Hour Monitoring	Panic Button	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Intrusion Alarms	DSC	Power832/PC5010	\$ -
					24 Hour Monitoring	Fire Alarms	Honeywell & Detection Systems	Silent Knight IntelliKnight 5208, Fire Dact 5 DS9602 (Comm)	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Annual Automatic Fire Sprinkler			\$ -
2	Police Station	1555 Oak St	35,184	3	24 Hour Monitoring	Fire Alarms	Honeywell & Detection Systems	Notifier NFS-320, Fire Dact 5 DS9602 (Comm)	\$ -
					24 Hour Monitoring	Fire Alarms - Bike Storage	Radionics	Information Not Available at this time	\$ -
					24 Hour Monitoring	Cellular Fire (SWAT)	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Annual Automatic Fire Sprinkler	Fike	NOVEC 1230 Model SHP PRO (10-063 Series)	\$ -
					Inspections	Clean Agent Fire Suppression			\$ -
3	Police Evidence	1851 Monarch St		1	24 Hour Monitoring	Cellular Intrusion	Bosch	B8512G	\$ -
					24 Hour Monitoring	Fire Alarms	Bosch (ON) & Cerberus Pyrotechnics (OFF)	B8512G (ON) & CP400 (OFF)	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
4	Main Library	1550 Oak St	47,500	3	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ -
					24 Hour Monitoring	Intrusion Alarms	Telguard	TG-7FS and TG-KIT	\$ -
					24 Hour Monitoring	Cellular Intrusion	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Fire Alarms	Siemens	MXL-IQ	\$ -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Annual Automatic Fire Sprinkler			\$ -
5	West End Library	788 Santa Clara Ave	3,400	1	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ -
					24 Hour Monitoring	Fire Alarms	Fire Lite Alarms Inc	ES-200, Simplex 2080-9024 (4Ch Comm), Fire Dact 5 DS9602 (Comm)	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
6	Bay Farm Island Library	3221 Mecartney Ave	2,700	1	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ -
					24 Hour Monitoring	Cellular Intrusion	Digital Monitoring Products	XT30 (NOT FUNCTIONAL)	\$ -
					24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight InterliKnight 5700	\$ -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
7	ARPD Admin Bldg	2226 Santa Clara Ave	6,286	1	24 Hour Monitoring	Intrusion Alarms	First Alert	1600C	\$ -
8	Carnegie Bldg	2264 Santa Clara Ave		3	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Fire Alarms	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
9	Veterans Bldg	2203 Central Ave	39,051	3	24 Hour Monitoring	Fire Alarms	Fire Lite Alarms	MS-9200	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
10	Mastick Senior Center	1155 Santa Clara Ave	26,000	1	24 Hour Monitoring	Cellular Panic Alarms	NOT FUNCTIONAL	NA	\$ -
					24 Hour Monitoring	Cellular Intrusion	Telguard	TG-7FS and TG-KIT	\$ -
					24 Hour Monitoring	Fire Alarms	Fire-Lite Alarms	MS-92000UD	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Ansul	Range-Guard	RG-2.5G	\$ -
11	BayPort Rec Bldg	301 Jack London Ave	2,100	1	24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
12	O'Club	641 W Redline Ave	28,538	1	24 Hour Monitoring	Intrusion Alarms	Ademco Honeywell	Resideo Vista 20P	\$ -
					24 Hour Monitoring	Fire Alarms	Zoned - Honeywell & DMP	Silent Knight SK 5395 & XR200	\$ -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
13	Alameda Gymnasium	1101 W Redline Ave	36,660	1	24 Hour Monitoring	Intrusion Alarms	Honeywell	Vista	\$ -
					24 Hour Monitoring	Fire Alarms	Zoned - Honeywell & DMP	Silent Knight SK 5395 & XR200	\$ -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
14	City Hall West	950 W Mall Sq	47,945	2	24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight IntelliKnight 5820 / SD500-FRCM / Annunciator Model 5860	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
15	Bldg 2 Wing 2	1025 W Midway St		2	24 Hour Monitoring	Intrusion Alarms	DSC	MAXSYS	\$ -
16	Maintenance Service Center	1616 Fortmann Wy	24,407	1	24 Hour Monitoring	Panic Alarms	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Intrusion Alarms	First Alert	1600C	\$ -
					24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight 5808	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Annual Automatic Fire Sprinkler			\$ -
17	Alameda Fleet Services	2040 Grand St	8,743	1	24 Hour Monitoring	Cellular Intrusion	Honeywell	320P1	\$ -
					24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
18	Civic Center Parking Garage	1416 Oak St	90,000	6	24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight 6808	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
					Inspections	Annual Automatic Fire Sprinkler			\$ -
19	Emergency Operations Center	1809 Grand St	1,995	2	24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ -
	Fire Station #3	1625 Buena Vista Ave	7,306	2	Inspections	Annual Automatic Fire Sprinkler			\$ -
	(Both facilities located on single parcel, connected panel)				Inspections	Semi Annual & Annual Fire Alarm System			\$ -
20	Fire Station #4	2959 Mecartney Ave	11,234	1	24 Hour Monitoring	Fire Alarms	Potter	PFC Series XM1-1580	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
21	Fire Station #5 - Wing of Bldg 6	950 W Ranger Ave	18,250	1	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Fire Alarms	DSC	MAXSYS	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
22	Public Works - Wing of Bldg 6	950 W Ranger Ave	18,250	1	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ -
					24 Hour Monitoring	Fire Alarms	DSC	Power832 (PC5010)	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
23	Krusi Park Rec Center	933 Mound St	2,676		24 Hour Monitoring	Fire Alarms	Autocall	4007ES	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -
24	Godfrey Park Recreation Center	281 Beach Rd	1,500		24 Hour Monitoring	Fire Alarms	Honeywell	FireLite ES-50X	\$ -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ -

25	Tillman Park Recreation Center	220 Auginbaugh Wy	1,000		Inspections	Annual Automatic Fire Sprinkler	Information Not Available at this time	Information Not Available at this time	\$	-
26	Littlejohn Recreation Center	1401 Pacific Ave.	1,370		24 Hour Monitoring	Fire Alarms	Information Not Available at this time	Information Not Available at this time	\$	-
					Inspections	Semi Annual & Annual Fire Alarm System			\$	-
Total Cost for Annual Services									\$	-

Item	Call Outs	Hourly Rate
1	Regular Service	\$ -
	2 Hour Minimum	
	Monday-Friday, 7:00 AM - 5:00 PM	
2	After Hours and Emergency	\$ -
	4 Hour Minimum	
	7 Days/Wk, Before 7:00 AM and After 5:00 PM	

Item	5 Year Automatic Fire Sprinkler and Stand Pipe Inspections and Tests	Rate
1	City Hall	\$ -
2	Police Station	
3	Main Library	
4	Maintenance Service Center	
5	Civic Center Garage	
6	Emergency Operations Center	
7	Tillman Park	

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of June 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and TRI-SIGNAL Integration, Inc., a California corporation, whose address is 530 MCCORMICK STREET, SAN LEANDRO, CA. 94577 (“**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: Fire and Intrusion Alarm Monitoring, Maintenance and Repair. City staff issued an RFQ on \_\_\_\_\_ and after a submittal period of \_\_\_\_ days received \_\_ timely submitted proposal. Staff reviewed the proposals and determined the service provider 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. 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 Fire and Intrusion Alarm Monitoring, Maintenance and Repair, 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 XX day of MONTH YEAR, and shall terminate on the XX day of MONTH YEAR, unless terminated earlier as set forth herein.

#### **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 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 shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services

(including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. 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 (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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.

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, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

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

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.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**



**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. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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**").

c. 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.

d. 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 Sq. Ste 110  
Alameda, CA 94501  
ATTENTION: Chandni Patel, Facilities Project Manager  
Ph: (510) 747-7978 / cpatel@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]

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 Sq. Ste. 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Executive Assistant  
Ph: (510) 747-7932 / 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 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.

**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. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**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. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing

Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. 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.

**28. 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.

**29. 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.

**30. 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

\_\_\_\_\_  
City Manager

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

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Mike Billington  
Facilities Manager

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

# SAMPLE

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  
2263 Santa Clara Avenue  
Alameda, CA 94501

(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)

Name of Person or Organization:

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501-7558

SCHEDULE

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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