



RESPONSE TO REQUEST FOR PROPOSAL



March 24, 2025

CITY OF ALAMEDA FREE LIBRARY

Unarmed Security Services for Main Library

1550 Oak Street

Alameda, CA 94501

Attn: Michael Eitner

Submitted By: Omar Noory omar@firstshieldsecurity.com

First Shield Security and Patrol

(PPO 121833)

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PROPOSAL HIGHLIGHTS

Mike Eitner
City of Alameda Free Library
950 West Mall Square, Room 110
Alameda Ca 94501

RE: Security Proposal

Dear Mr. Eitner

Thank you for the opportunity to submit our proposal for providing security services to the City of Alameda Main Library. We understand the importance of maintaining and enhancing the City's distinguished reputation, and we are committed to delivering top-tier security services that align with your standards.

At First Shield Security, we pride ourselves on offering professional and reliable security officers who not only fulfill their post duties but also serve as ambassadors of the City. Our officers are trained to provide exceptional customer service, greet visitors with helpful directions, and offer assistance whenever needed—all while ensuring the safety and security of the premises.

With extensive experience in the public sector, including serving the City of Turlock, City of Hayward, and City of Santa Clara, we understand the unique challenges of municipal security. We've gained valuable insight into managing security operations in busy, community-focused environments. Our officers are specifically trained to balance the dual priorities of protecting property and providing exemplary service to both staff and the public. They will be well-compensated, receive extensive and ongoing training, and work under close supervision to ensure the highest level of service and professionalism.

Our approach to security is founded on preparation, diligence, and a commitment to continuous improvement. Our award-winning training programs are complemented by a focus on industry-specific security protocols. We emphasize the importance of our officers being proactive, ready to respond to emergencies, and able to communicate effectively with property management and other key stakeholders.

Our Value Proposition to the City of Alameda includes:

- Providing licensed, professional, and fully vetted security officers who meet the high standards of First Shield Security, as well as the staffing requirements you've outlined.
- Committing to continuous communication with your team to ensure we stay aligned with your expectations and security needs through regularly scheduled management meetings.
- Proximity and local support with our Hayward Branch office, which enables us to offer superior oversight and quick response times, backed by a 24-hour vehicular patrol team.
- Utilization of the Silvertract mobile Guard Tour System, ensuring accountability through real-time reports on officer activities.

UNARMED SECURITY SERVICES FOR MAIN LIBRARY

- Proven experience serving well-known clients such as Alameda Point Collaborative, the City of Hayward, City of Santa Clara, City of Turlock, The Tech Interactive Museum and Jewish Community Centers among others. These partnerships demonstrate our ability to provide consistent, high-quality service.

We have local management and supervisors available 24/7, authorized to make decisions quickly, and fully accountable for ensuring the success of the contract.

We are confident that First Shield Security is ideally positioned to serve the City of Alameda and look forward to the opportunity to collaborate further.

Thank you for your consideration, and we are eager to continue the conversation with you.

Sincerely,

Omar Noory

President/CEO

First Shield Security and Patrol

Statement from our city clients

"We can see a drastic change since the new company took over. With confidence, I can speak on behalf of my team that we see a huge improvement and feel safer coming into work. In fact, many of us comment on it regularly. The entire security team is wonderful, but we work with Martha and Robert the most. Martha is handling walk ins and has everyone sign in and will call us to let us know someone has arrived or if someone is requesting to come up. Robert is a rockstar! His appearance makes a bigger impact, and he doesn't hesitate to take the initiative. I have heard numerous stories of him helping employees feel safer by clearing out individuals, being able to get to locations quickly, and being vigilant. He doesn't just sit around. He doesn't wait for someone to complain or ask him to handle something, if he sees or hears something suspicious, he goes out to investigate".

Tia Traut

City of Hayward

"I greatly appreciate how gracious and supportive you have been with us throughout this entire process. Your team's response to our initial call, and every call after that have been nothing but attentive and handled with great care. Our Library system definitely needed a change and your team was the breath of fresh air that we've been holding out for"

Anh Tran

San Jose Public Library

"I wanted to provide additional feedback regarding Jason. He continues to impress with his outstanding performance. Jason has taken the initiative to suggest improvements, streamlined the visitor log process, and demonstrated excellent communication skills when addressing issues. His reports are clear and detailed, and he ensures we are informed whenever his foot patrols are impacted. His professionalism and proactive approach are truly appreciated."

James Governale
City Of Turlock

COMPANY FACTS

- Widely regarded as a premium service security provider
- Market Segment sweet spot - Heavy Public Interaction Environments
- Security Service provider to government services
- First Shield Security and Patrol was established in 2013
- Management Stakeholders average +25 years of industry experience
- 150 Employees
- Three Fully Staffed Operating Branches
- 24Hours Dispatch Services

MISSION STATEMENT

AT FIRST SHIELD SECURITY, WE BELIEVE OUR CULTURE TO BE SUMMED UP BY OUR MISSION STATEMENT:

“TO PROVIDE THE BEST SECURITY AND CONSULTING SERVICES TO OUR CLIENTS BY DEMONSTRATING RESPONSIVENESS, DILIGENCE, JUDGMENT AND BUILDING ON OUR CULTURE OF EXCELLENCE.”

WE RECOGNIZE THAT OUR BIGGEST ASSET IS OUR EMPLOYEES. WE ENCOURAGE OUR EMPLOYEES TO TAKE ADVANTAGE OF CERTIFICATION PROGRAMS, AS WELL AS, CONTINUING THEIR FORMAL EDUCATION. AT FIRST SHIELD SECURITY YOU'LL FIND EMPLOYEES THAT HAVE BEEN WITH US FOR DECADE, AND SOME ARE THE LEADERS AND INNOVATORS IN OUR INDUSTRY.

FIRST SHIELD SECURITY AND PATROL SUMMARY OF KEY DIFFERENTIATORS

WHAT MAKES US DIFFERENT

What makes First Shield Security different from other companies?

First Shield Security and Patrol Inc offers a comprehensive solution for our client's security needs. Our security consultants will work with you to identify your security risks and address them with the variety of our services while keeping your budget constraints in mind. First Shield Security and Patrol Inc, works with clients in a true partnership ensuring that they can focus on their primary business with peace of mind. See what sets us apart and experience what makes us successful. We are a dedicated team of professionals that will dedicate our team to your team to unite to provide an effective professional, proactive, security solution!

People ask **what makes FIRST SHIELD different from other local security companies** and we always tell them two things: **people and experience**. Our success is measured by the satisfaction of our clients.

Our clients chose us (and are extremely loyal to us) because of our team. We are here to solve their problems with the least amount of stress. Our clients rave about the character, ethics and smiling personality of our team. Unlike some of our competitors, we treat every one of our client as if they are our *only* client.

Our client appreciate the value in the experience First Shield Security team brings.

Why Do Our Clients Choose Us?

Other independent companies compete in the same market. And, of course, the security giants like Securitas, Allied Universal have local presence, too. When new client come to us from another provider, their two biggest complaints are:

1. Frustration with security officer not performing the duties
2. Disappointment with the level of customer service (ie: no personal attention from management)

With FIRST SHIELD, There's No Fine Print.

We know that securing your property and protecting your business is top priority. That's why we take our business so seriously. The terms of our agreement with you are made clear: **we'll never lock you into a long-term contract**, and we know that you'll be happier with our service.

The SHIELD Difference:

- 1) With First Shield, **you can trust that you have a reliable security company** that is customized to your needs. Unlike many other security companies, First Shield has no standard package because each client's needs are unique. We deliver **high-quality and affordable service** where our customers' satisfaction always is guaranteed.
- 2) Our security consultants will work with you to identify your security risks and address them with the variety of our services while keeping your budget constraints in min
- 3) We believe in **earning the privilege of securing your** business every day. Therefore, we don't require long-term binding contracts.
- 4) Our field operations supervisors will be available 24 hours a day respond to requests and emergencies.
- 5) **First Shield offers a free Guard Scan system and supervisory visits per eight hour shift at our sites.** Our security officers are held accountable to frequently patrol sensitive spots of the property and to provide detailed activity reports for each shift.
- 6) Security consultants will frequently seek client's feedback on past performance and adjust the services accordingly.
- 7) First Shield carries general liability insurance, workmen's compensation, and automobile insurance that exceeds industry standards. We will accommodate any client's insurance requirements.
- 8) Security consultants with decades of experience in the security field will devise a security plan catering to your property's security needs within your budget. The consultation and personalized management of your security needs is included in the price of your services.
- 9) We can start security services within an hour of call. We will still provide a free consultation and customized security plan within the commencement day of your security services.
- 10) First Shield security officers are licensed and undergo over 40 hours of training on and off the job. Additionally, First Shield provides every security officer with skill and on the job training unmatched in the industry.

Our reputation as one of the most respected California security firms is a direct result of our long-standing mission to provide the highest quality service, rather than merely increasing our client roster.

UNARMED SECURITY SERVICES FOR MAIN LIBRARY

FSSP is legally permitted to conduct business in the State of California and is properly licensed by the California Bureau of Security and Investigative Services to perform the Services. PPO #121833

History and Qualification

First Shield Security and Patrol Background Synapses

Legal Name: First Shield Security and Patrol Inc. (FSSP)
 Firm Size: 150 plus employees
 Ownership: Entirely American owned, California ownership and California management
 Activity Dominance: Bay Area / Central Valley (Offices located in Hayward, San Jose and Tracy CA)
 PPO: PPO 121833 (Private Patrol Operator License)
 Federal ID Number: 47-3354411
 State Employer No.: 024-2009-9
 Related Experience
 of the Leadership: 25 Years

FSSP has provided security service to its customers in:

- City of Fremont
- City of Hayward
- City of Emeryville
- City of Newark
- City of Alameda
- City of San Jose
- City of Milpitas
- City of Santa Clara
- City of Palo Alto
- Central Valley



- City of Tracy

Financial Stability

First Shield Security and Patrol Inc has been working successful with no business losses for years.

- FSSP has steady cash flow
- FSSP has no financial debt
- FSSP has adequate monetary reserves in one of prestigious California-registered banks
- FSSP has good standing IRS and California State Franchise Tax records
- FSSP has Excellent credit records through all three leading national credit reporting agencies

Lawsuit/Litigation

First Shield Security and Patrol Inc has no open or closed legal proceedings lawsuits. There are no outstanding lien or legal financial obligations against FSSP in state of California or any other state



SECTION II

Leadership Approach

The Project's main point of contact



Omar Noory

As President and CEO of FSSP, Mr. Noory plays an integral role in the daily operations of the agency. He oversees company policy, operations, training, and the administration of the company and its management team. Mr. Noory is directly involved in all executive and operational decisions, with ultimate approval authority for any matters affecting your account. He holds a qualified manager's license and a PPO license from the state of California.

Mr. Noory's security and investigative expertise spans across a wide range of areas. Since beginning his career in security in 1997 as a uniformed officer with one of the most respected firms, he quickly rose to upper management. Throughout his career, he has worked on security details for numerous high-profile government officials and other prominent figures, including governors and even the president, gaining extensive experience in protecting individuals in sensitive and high-risk environments. His vast background in security has equipped him with the skills to manage all aspects of security operations effectively.

PROFESSIONAL INDUSTRY AFFILIATIONS :



Customer Intimacy Approach

At First Shield Security and Patrol, we embrace a Customer Intimacy Approach. This approach results in:

- Our Branch Offices and Branch Management Staff are close to our client and to our employees.
- This facilitates an understanding of our clients' objectives and difficulties.
- We act as a strategic partner instead of a tactical supplier.

First Shield Security believes quality is not a program but must be in the First Shield Security's culture, ingrained throughout our approach to business. We achieve quality and strive for continuous improvement through our comprehensive approach to the key performance drivers that will enable First Shield Security to meet and exceed your standards and expectations.

These performance indicators are contained in the First Shield Security and Patrols' Value Proposition:

◆ Compliance

Through our compliance commitments contained herein, First Shield Security and Patrols' will ensure quality Security Officers are screened assigned and regularly inspected for quality performance, job knowledge and appearance.

◆ Communications

Our management teams maintain frequent and regular communications to ensure open communications.

◆ Strategic Approach

Our overarching approach and goal is to enjoy a strategic partnership instead of just a tactical vendor one.

◆ Training

Our comprehensive training capabilities and commitments (more thoroughly described in other sections) will ensure that Security Officers are properly trained prior to assignment and receive continuous training through our commitments herein.

➤ COMPLIANCE

Compliance -- Pre-Assignment: In addition to adhering to our comprehensive screening process, all officers must pass a pre-placement interview and test with Project or Branch Managers who also coordinate new officers' initial training with the appropriate Security Supervisor and the designated Field Training Officers (FTO). At the end of the officer(s) initial training, a comprehensive site-specific test on post orders must be passed before the officer is certified to handle his/her assigned schedule.



Compliance -- Security Supervisors: Will document their ongoing supervisory efforts with conducting officer compliance inspections utilizing the First Shield Security and Patrol spot check form which will require them to review the officer's post order knowledge and appearance.

Compliance – Management:

Account/Project Manager:

- Will be required to approve all comprehensive site-specific tests and will be tasked to provide a minimum of four (4) officer compliance inspections per week
- Will provide weekly reports of audited Guard Tour patrols to demonstrate patrol compliance as well as corrective measures
- Will ensure Post Orders are updated as required and at a six (6) month minimum

Branch Manager:

- Will provide a minimum of five (5) officer compliance inspections per month

Corporate Training & Compliance Manager:

- Will provide ongoing officer compliance inspections per month and report results directly to the President and the Chief Operating Officer
- Will ensure officers maintain their state training certifications

➤ **COMMUNICATIONS**

The key to a successful security program is communication. First Shield Security and Patrol's processes are designed to provide prompt information in structured, accessible methods.

Response: In order to ensure an effective, "real time" communications protocol, First Shield Security offers direct access to all management. Substantive communications attendant to the execution of the contract will be channeled to the assigned Site Security Manager and upwards to the Branch Manager. City of Alameda personnel can make one call/email to the site manager, and she/he will be responsible for executing the request/change or following up on a concern.



We recognize that our biggest asset is our employees

Security Officers:

- **Officer of the Month:** This award will be presented to an onsite security officer and communicated to the entire assigned staff. Our philosophy is to reward behavior that we want repeated. To be eligible to receive the Officer of the Month award, officers must meet the following criteria:
 - Be a First Shield Security and Patrol / First Shield Security and Patrol employee for at least six (6) months
 - Have an exemplary work ethic to include using initiative and solving problems. This includes no written warnings for at least six (6) months.
 - Appearance must always be neat, clean and in compliance with company / site standards
 - Officers' must: be AB2880 compliant and must be up-to-date with any site training requirements
 - Solid track record for attendance reliability. This includes no call-offs, tardiness in the last 60 days
- **Award -- Security Officer of The Month**
The selected Security Officer of the Month will receive the following recognition and rewards:
 - Officer of the Month Certificate
 - Officer of the Month Plaque (name also placed on a company plaque in the corporate office)
 - Gift cards in \$250 or \$1000 increments

Implementing this employee recognition and reward program is an important leadership opportunity as it will provide a means for us to 'reward behavior that we want repeated.'



UNARMED SECURITY SERVICES FOR MAIN LIBRARY

**Security Supervisors:**

- Project Managers lead regular, i.e., weekly, or bi-weekly staff meetings with this group.
- Skip level interaction with this group will frequently occur, i.e., inspections done by the Branch Managers, Training & Compliance Manager and First Shield Security and Patrol Executives.

Project Manager:

Will provide weekly account reports to City of Alameda and to First Shield Security Managers on key performance indicators mutually agreed upon with City of Alameda. As an onsite resource, communication will be ongoing.

- **Branch Manager & Account/Project Manager Communication:** Branch Manager and Project Managers have regular contact, at a minimum have bi-weekly face to face on site meetings.
- **Branch Manager & City of Alameda Communications.** During the service transition period, the Branch Manager maintains daily communications and weekly meetings with City of Alameda team. Once service begins, Branch Manager and Project Managers will coordinate regular service review meetings with City of Alameda, i.e., biweekly, or monthly.
- **First Shield Security's Executives & City of Alameda Communications:** In addition to attending weekly transition meetings, Mr. Noory will contact City of Alameda monthly and more frequently as necessary. Mr. Noory will lead quarterly business reviews with City of Alameda.

First Shield Security Branch and Satellite offices enable us to provide management and executive management response in less than 30 minutes to every service location.

Semi-Annual Satisfaction Surveys: First Shield Security will initiate online surveys to measure service satisfaction.

➤ **STRATEGIC APPROACH**

First Shield Security and Patrol desires a partnership oriented / strategic relationship with City of Alameda as it is not our goal just to be ‘responsive’ to issues. When the recent economic climate required fundamental changes in the delivery of security services, First Shield Security Executive Team responded by using real time data to develop cost effective changes, alternatives, and technological enhancements to deliver reliable security service at reasonable rates. First Shield Security efforts guaranteed that there was no compromise in service or protection while preserving critical dollars to the most stretched municipal budgets.



To facilitate a strategic relationship, we will host Quarterly Business Reviews with the goal of ensuring customer satisfaction and continuous improvement. These meetings will include:

- Performance dashboard and review of the Key Performance Indicators, i.e., Summary Incident Reports, Officer Retention, Training Statistics, etc.
- Present service opportunities that we encountered during the quarter as well as the corresponding remedies.
- Present service accomplishments that we noted during the quarter. This also includes presenting the Officers of the Quarter during the period.

Arguably, the most important agenda item is that we will provide service enhancement recommendations each quarter. While we recognize that not all recommendations will get traction for implementation, the act of recommending service enhancements generates much discussion and action that will continuously raise the bar of our service levels.

SECTION III

RECRUITMENT & SCREENING

OVERVIEW

First Shield Security and Patrol has spent over 10 years earning our excellent reputation every day for innovations in technology, quality, and professionalism. Our revenue is derived 100% from the protection of our client, their assets and property; this is our business.

From our 10 years in this business, we are very aware that our security officers are the front-line in the protection of our clients. The most consistently reliable indicator of both long-term security program success and *its cost-effectiveness* is always hiring and retaining the *right quality staff*. Our candidates have the self-motivation, effective oral and written communication skills for enhanced customer service – and a dedication to quality which ensures satisfied City of Alameda, renewed contracts, and our own continued growth.

➤ *HOW WE RECRUIT*

We are dedicated to recruiting and retaining individuals with characteristics of trustworthiness, motivation, and reliability. After the pool of employee referrals and incumbent personnel, we outreach to local groups which include:

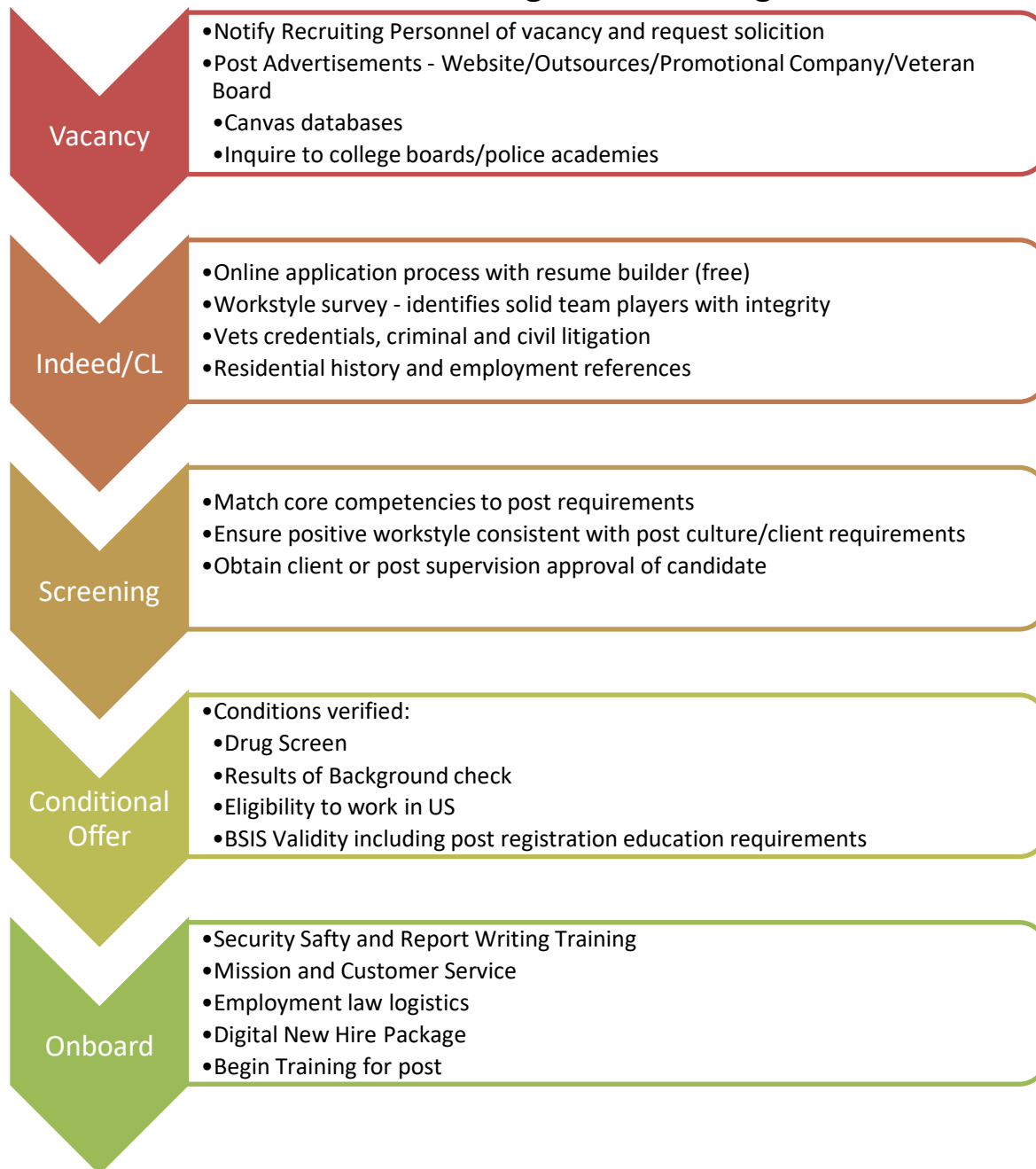
- Local full and part-time police officers
- Local military active and reserve personnel
- Veterans Organizations
- Vocational centers and security officer training schools
- Local college law enforcement students and graduates
- College placement offices.

We develop site-specific hiring profiles based on client's needs; these profiles can include everything from geographic location to a facility's layout and design, to the complexity of the duties required for the job. We create a job description, a "snapshot" that communicates clearly what responsibilities and tasks the job entails, setting forth the key qualifications of the job, such as:

- Title of the position
- Department
- Reports to (to whom the person directly reports)
- Overall responsibility
- Key areas of responsibility
- Term of employment
- Qualifications (necessary skills and experience required)

Applicants that meet ours and our client's criteria are scheduled for an interview. Those selected are offered a contingent offer of employment, pending a commercial background check. This check scans sex-offender registries, tracks address history by state (California), and where indicated, 14 County Criminal records check and where necessary, full United States criminal histories. We then begin the on boarding process.

FSSP Recruiting and Screening Process



➤ **MINIMUM QUALIFICATIONS**

Security Officers:

- Possess a High School Diploma or GED
- No convictions, no dishonorable or undesirable military discharge or any pattern of irresponsible behavior including but not limited to unreasonable driving, or a problem employment record
- Valid Driver's license or state ID card
- Born or naturalized citizen of the United States, or valid work authorization INS
- Able to speak and understand English clearly
- Able to comprehend and follow oral and written orders, procedures, and materials
- Basic computer skills/able to utilize online & other computer reporting tools

Site Supervisors:

- Same minimum qualifications and credentials as the Security Officer PLUS
- Minimum three (3) years relevant security experience or commensurate military service
- At least two (2) years of experience in an administrative and supervisory capacity

Armed Security Officers

Armed security officers will comply under the following:

- First Shield Security and Patrol will verify that all armed officers, at the beginning of the contract period, provide a written record of each officer's firearms qualification and type of firearm to the corporate office and clients, if requested.
- First Shield Security and Patrol verifies all re-certifications as mandated by the state requirement.

➤ **STRINGENT BACKGROUND CHECKS THAT EXCEED INDUSTRY NORMS**

New hires must present original, facially valid verification of eligibility to work in the United States -- security guard applicants must present to First Shield Security and Patrol original, facially valid registration cards and continuing education certifications.

Following inspection and copy of the facially valid credentials, First Shield Security and Patrol conducts a verification check through the Bureau of Security & Investigative Services' ("BSIS") web-based verification system. BSIS maintains and updates a state-wide database for security guard personnel and related businesses that reflect current registration status.

EMPLOYEE BENEFITS

Our Benefits & Incentives Program was designed to provide our officers what they need, which builds morale and longevity. We of course offer highly competitive wages, which creates a wide pool of candidates from which the most reliable, capable and professional can be selected, and also retains the finest security personnel in that area.

HOLIDAYS

Paid holidays observed will be FSSP' 8 holidays listed below; all FSSP employees working during that specific 24-hour time will be compensated at 1.5 times their regular hourly wage on the holidays listed. New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

FSS will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Company/client operations

BEREAVEMENT LEAVE

Three (3) paid days per year upon the death of an immediate family member; this benefit is unusual in the security services industry

MEDICAL INSURANCE BENEFITS

After only 30 days' employment, and under common eligibility criteria, our officers are eligible to participate; in Kaiser. Officers can receive:

- low cost medical
- prescription drug co-pay component
- wellness services
- dental
- vision

EQUAL BENEFITS FOR MARRIED AND/OR REGISTERED DOMESTIC PARTNERS

FSSP is committed to providing a work environment that is free of unlawful discrimination. The Company maintains a strict policy prohibiting unlawful harassment, including harassment of employees of third parties with whom it has a business/professional relationship based on any of the following categories: on race, color, sex/gender (including gender identity, pregnancy, childbirth and related medical conditions), religion, marital status, registered domestic partner status, age (40 and over), national origin or ancestry, physical or mental disability, medical condition including genetic characteristics and information, sexual orientation or expression, veteran status or any other consideration made unlawful by federal, state or local laws.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations **of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.**_

Confidentiality

All employees, as part of the existing new hire process, sign confidentiality agreements drafted specifically to protect the business confidential/trade secret information of First Shield Security and Patrol and of its clients

Uniforms



Our uniformed security officers are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities. Each full-time employee receives 5 uniform shirts to ensure they have clean shirt for each day of work.

SECTION IV

EMPLOYEE TRAINING & DEVELOPMENT

Our layered training plans build upon the other to improve our officer's security skills, knowledge, and confidence. We assure higher quality by including training for candidates on curriculums which are commonly included only in optional professional development modules by other security service providers.

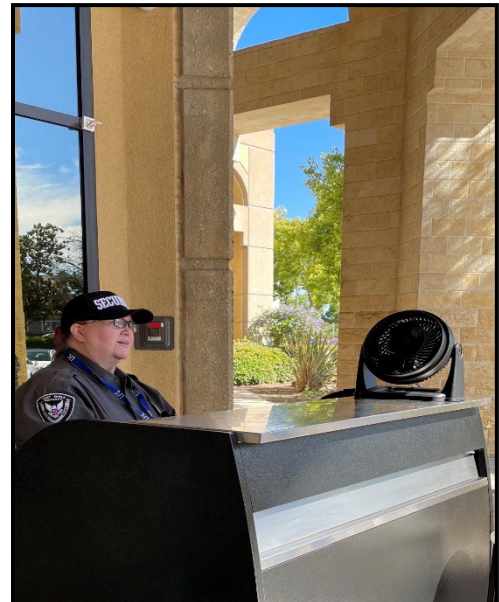
The Training We Offer:

- California Security Guard course
- Transit Security Training Curriculum
- Use of handcuffs
- Sexual Harassment Prevention Training
- Supervisor Leadership Training
- California School Security Training
- Management of Aggressive Behavior (MOAB)
- Facility Evacuations
- Suspicious Package Training
- Driving Safety Training
- Taser Training
- Defensive Tactics
- OC Spray Training
- Active Shooter Response Training
- Baton Training
- Injury and Illness Prevention
- Hospital Safety and Security Training
- Bike Patrol Training
- CPR/AED and First Aid Training

All trainings, certifications and credentials are tracked in the Bambee HR module. This fully customizable human resource information system also issues pre-expiration alerts in advance of regulatory mandatory, elective and continuing education expiration and compliance dates, tracks certification renewals.

➤ **CALIFORNIA REQUIRED TRAINING:**

Powers to Arrest class
Weapons of Mass Destruction class
Clery Act School Security class
AB 2880 – Initial 32 hours of required training
AB 2880 – 8 hours of continuing education per year for each security officer



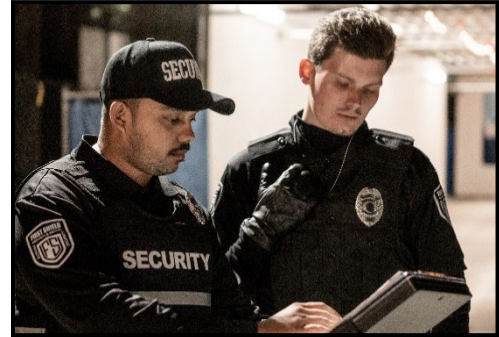
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➤ SITE TRAINING

First Shield Security's own dedicated training and compliance staff then administers City of Alameda and site-specific training to everyone; we place extremely strong focus on direct accomplishment of your site's fully customized post orders.

The site training includes the following:

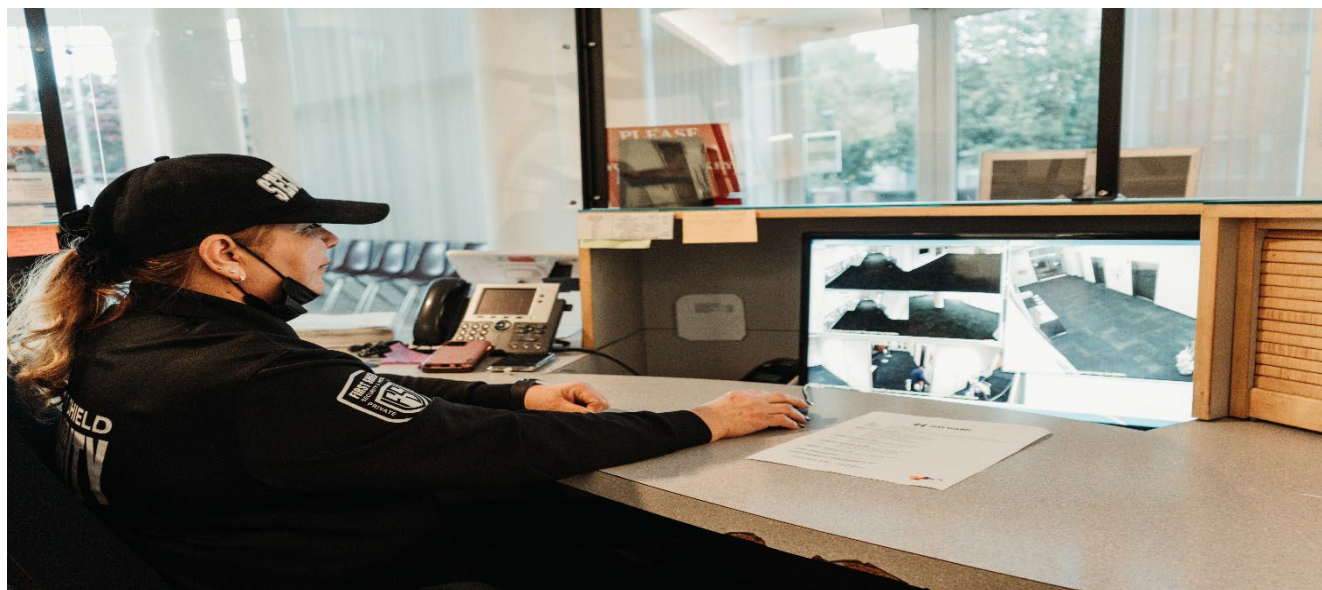
- Layout of the property
- Site security procedures
- Site emergency procedures
- Proper access control and use of CCTV
- Knowledge of all key personnel
- Locations of all telephones, fire alarm switches and emergency exits



SECTION V

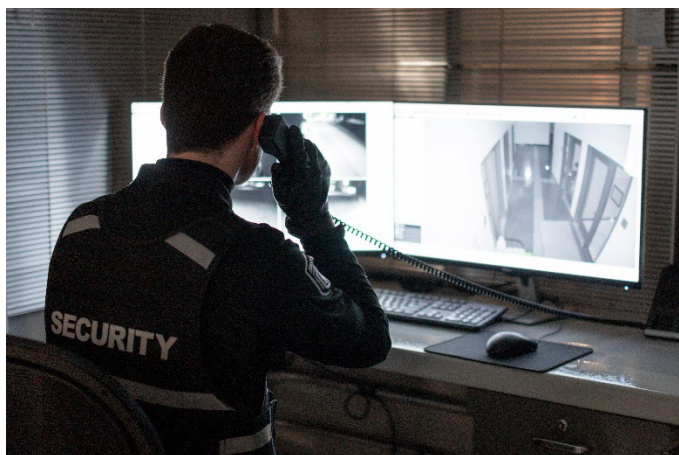
COMMUNICATIONS CENTER

AT FIRST SHIELD SECURITY AND PATROL WE HAVE A FULLY FUNCTIONAL COMMUNICATIONS CENTER WHICH FIELD ALL AFTER HOUR'S CALLS. THEY ALSO OVERSEE MAJORITY OF THE OPERATIONAL RELAYS, REQUESTS AND DISPATCHES FROM THE COMMUNICATIONS CENTER



The Communications Center is staffed 24/7/365 with trained Communication dispatch professionals.

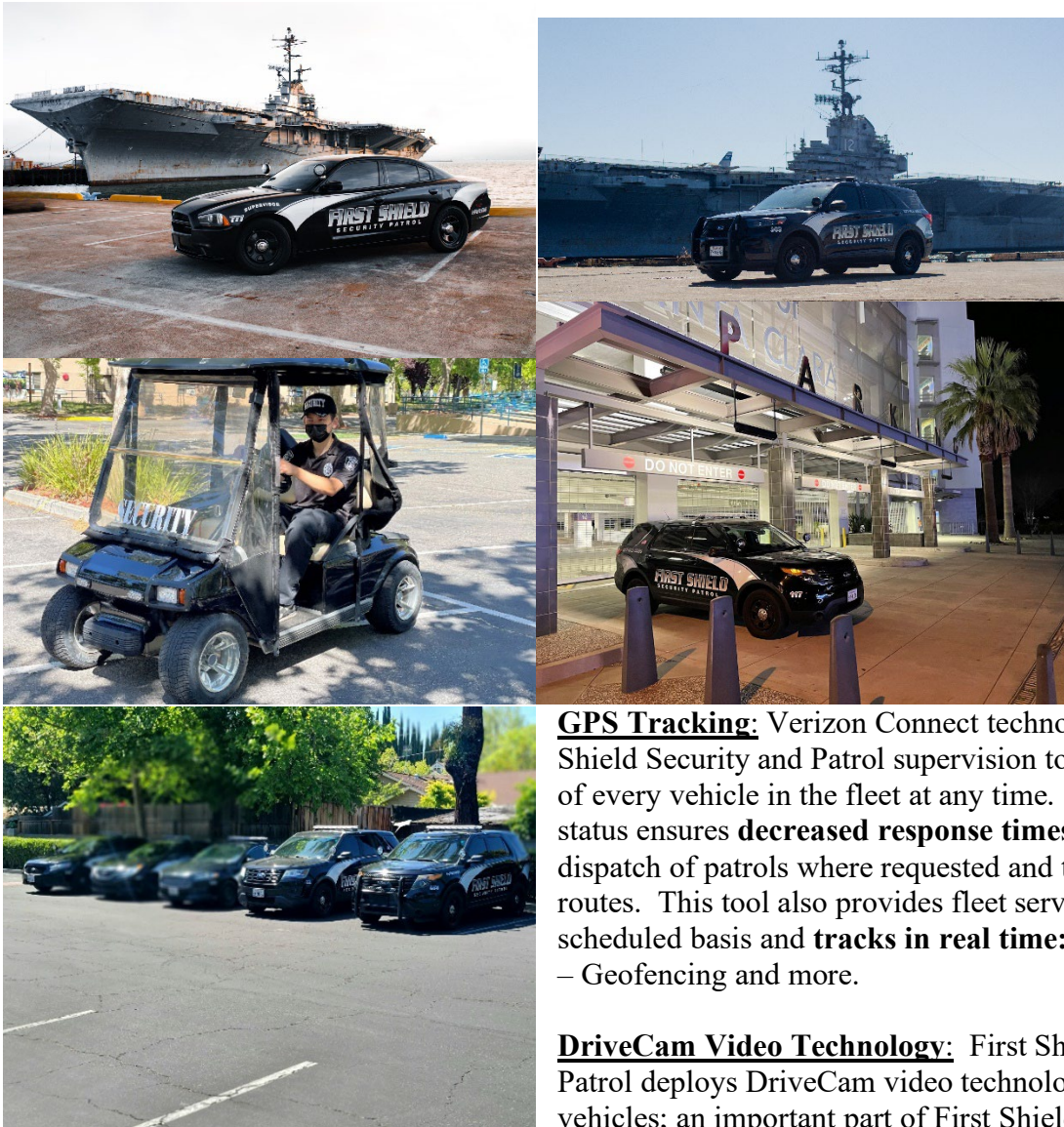
Our Communication Center has the unique ability of real time communication with all field personnel in an expedited manner. Our field personnel are equipped with the most updated Android/Apple based cell phone technology, making communication a top priority in any region.



UNARMED SECURITY SERVICES FOR MAIN LIBRARY

VEHICLES

All First Shield Security and Patrol vehicles are kept in a safe fully operable condition always and clearly marked (front, rear, and both sides) with distinctive insignia containing the word "SECURITY" in letters at least four inches in height. First Shield Security and Patrol provides on-site service at any location to assess a problem or concern regarding any vehicle, or a similarly equipped replacement vehicle is delivered on site until all repairs are corrected.



GPS Tracking: Verizon Connect technology allows First Shield Security and Patrol supervision to know the location of every vehicle in the fleet at any time. Real time location status ensures **decreased response times** through effective dispatch of patrols where requested and the most efficient routes. This tool also provides fleet service alerts on a scheduled basis and **tracks in real time:** Speed – Idle Time – Geofencing and more.

DriveCam Video Technology: First Shield Security and Patrol deploys DriveCam video technology in all its patrol vehicles; an important part of First Shield Security driver

education program (and of course assess liability in collisions), this web-based tool assures that our officers are recorded whenever they operate our vehicles.

The DriveCam video event recorder mounted on the windshield behind the rear-view mirror captures sights and sounds inside and outside the vehicle. Exceptional forces (e.g. hard braking, swerving, collision, etc.) cause the recorder to save the critical seconds before and after the triggered event. Saved events are analyzed and assigned a risk score to coach drivers and improve driving behavior.

SECTION VI

TRANSITION PLAN

First Shield Security's Transition Plan considers:

- Prompt deployment of Branch management, site supervision and support personnel to begin communication with City of Alameda execution teams.
- Assignment of Administrative Support to the Site Supervisor, as well as the temporary assignment of a current in-service First Shield Security and Patrol Branch Manager and support personnel to begin personnel review, recruitment and evaluation process.
- Dedicated training of all new staff will be conducted by First Shield Security and Patrol staff and contracting trainers no less than two weeks prior to the start date of the contract. This will be our hiring deadline so that all candidates that are required for the startup are available. First Shield Security and Patrol training will be accomplished either before that deadline or soon after it in time for completion by the start date as designated.
- Review and analyze incumbent guard experience-based site requirements and extend conditional offers of employment to those meeting First Shield Security and Patrol standards and City of Alameda requirement.
- Evaluate site equipment needs and place on high priority acquisition.
- Test communications equipment through service area to insure coverage and adjust where necessary.
- Undertake and provide classroom and table-top training to enhance First Shield Security's role as a security partner. This continuing education will better position First Shield Security's staff to prevent, detect, and respond to, intentional acts, natural disaster and other hazards – an “all hazards” approach.
- Pre-screen a cadre of personnel for enhanced deployment including identifying permanent back-up personnel.
- Transition activities would commence at award, focusing on staffing, training and equipment.

TRANSITION OF INCUMBENT PERSONNEL

Our Transition Team is deployed onsite early to assess incumbents generally within 10 days of Award; we are fully aware the most expeditious and cost-effective manner to accomplish smooth transitions is to focus efforts on retaining the most highly qualified incumbent staff performing in good standing who meet our stringent criteria and pass our background check.

Our HR and Training personnel review all incumbent credentials and establish Training Plans for acceptable incumbent candidates. Incumbent personnel always require additional training as we assure higher quality of security service program by training all candidates on curriculums which are commonly included only in optional professional development modules by most other security services providers. To prevent disruption of site security operations, retained incumbent personnel are pulled for training in manageable groups during transition.

Technologically, incumbent staff transition easily as our software/platforms are widely-used in our industry.

The following 30-day Transition Chart would serve as the transitional framework, modified to the term of the actual transition time; transition can be expedited if necessary.

UNARMED SECURITY SERVICES FOR MAIN LIBRARY

	Transition Activity	Week 1	Week 2	Week 3	Week 4
1=First Shield Security 2=City of Hayward					
Coordination					
1	Appoint First Shield Security and Patrol Contract Transition Team	T			
1,2	Joint Meeting - Contract Transition Team and City of Alameda officials	T	T	T	T
1,2	Schedule contract progress review meetings	T	T	T	T
1	Introductory presentation(s) to City of Alameda	T	T		
Recruitment/Screening/Selection					
1	Final recruitment and screening of officers and supervisors		T	T	T
1,2	Selection and approval of project manager (if applicable)	T			
1	Enter personnel information in Human Resources database	T	T	T	T
Training					
1	Pre-assignment First Shield Security and Patrol classroom training for officers and supervisors		T	T	T
1	Create training status database	T			
1,2	Schedule and conduct, with City of Alameda's approval, on-site training			T	T
Scheduling					
1	Coordinate schedules with City of Alameda's security officials		T	T	
1	Assign personnel per approved schedules		T	T	T
1	Obtain City of Alameda's approval for uniforms	T			
Logistics					
1	Issue uniforms (complete alterations as needed) and equipment		T	T	T
1	Activate contract management systems: payroll, accounting and human resources	T	T	T	T
Management					
1	First Shield Security and Patrol contract management and supervisor meetings	T	T	T	T
1	Hold pre-assignment meeting for all contract security staff			T	T
1	On-site analysis of post orders and procedures	T			T
1	Schedule senior management visits to City of Alameda's site	T		T	

SECTION VII

REFERENCES

Company/Organization: **City of Hayward**
777 B. St.,
Hayward, Ca 94541

Contact Name: Liz Sanchez

Contact Phone Number: 510-583-4822

Email Address: Liz.sanchez@hayward-ca.gov

Scope of Work

We offer comprehensive 24-hour security services for the City Parking Garage, ensuring the safety and security of all personnel and property. Our officers conduct regular patrols throughout the garage and provide escort services for city employees as they arrive and depart. Additionally, our team actively monitors the premises to prevent any unauthorized or unwanted activities.

Furthermore, we extend our security coverage to the Executive Airport and City Libraries, maintaining a vigilant presence to ensure the safety and protection of all visitors and staff.

Company/Organization: **City Of Turlock**
156 S Broadway
Turlock, CA 95380

Contact Name: Juan Guterrez

Contact Phone Number: 209-669-2804

Email Address: jgutierrez@turlock.ca.us

Scope of Work

We provide 24-hour onsite service for the Transit Center. The day shift is staffed by an onsite supervisor, while the swing and graveyard shifts are covered by experienced security personnel. In addition to the onsite guard service, we also have supervisor visits to ensure everything is operating smoothly. We also assist by directing bus riders and monitoring the parking areas for both riders and employees, ensuring a safe and organized environment throughout the day and night.

UNARMED SECURITY SERVICES FOR MAIN LIBRARY

Company/Organization: **City Of Santa Clara**
5001 Great America Parkway
Santa Clara, CA 95054

Contact Name: Ken Winland

Contact Phone Number: 408-615-2241

Email Address: kwinland@santacleara.gov

Scope of Work

The officer is stationed onsite at the parking garage and around the convention center, providing continuous security coverage. The officer utilizes a golf cart to efficiently navigate the property, ensuring a visible security presence at all times. In addition, we also provide patrol services at the Tasman Garage, where the officer locks up after hours. The officer also monitors the elevators to ensure proper operation and security throughout the facility.

SECTION VIII

BILLING

Billing is scheduled on a bi-weekly and monthly basis. Invoices include line-item entries for all costs, including our rates, employee wages, overtime and all other expenses incurred. Payments are Net 30. The Branch Manager at your local First Shield Security and Patrol office or your dedicated Account Manager can provide details on specific billing options.

Accurately invoicing our City of Alameda and promptly paying our employees is vital to us -- and to maintaining continuity and retention of workforce. We control and monitor these costs very effectively using schedule 365 the labor, financial and operations management system designed specifically for contract security firms.

Data as clean and accurate as humanly possible - which reflects directly in accuracy of client invoicing and payroll

Schedule 365's robust Payroll and Billing features include:

- ~ Customizable, thorough detail on invoices and payroll checks includes day, shifts, hours worked by location and position
- ~ City of Alameda can readily review one invoice w/multiple sites, multiple pay rates to easily confirm compliance with contractual agreements
- ~ Invoice and report formats customized to City of Alameda billing cycle, methods, and specifications

Changes in schedule, City of Alameda requests, etc. are all reflected up-to-the minute; timekeeping/payroll hours flow directly, seamlessly throughout this fully integrated timekeeping and scheduling system. The result is data as clean and accurate as humanly possible - and that reflects directly in accuracy of City of Alameda invoicing and payroll.

The results for our client:

Minimal time spent on administration -- very little spent on administrative errors

~ ~ ~

PROJECT PRICING

The following is a schedule of billing rates which includes a proposed “Not to Exceed” cost for the performance of all services described in the scope of services,

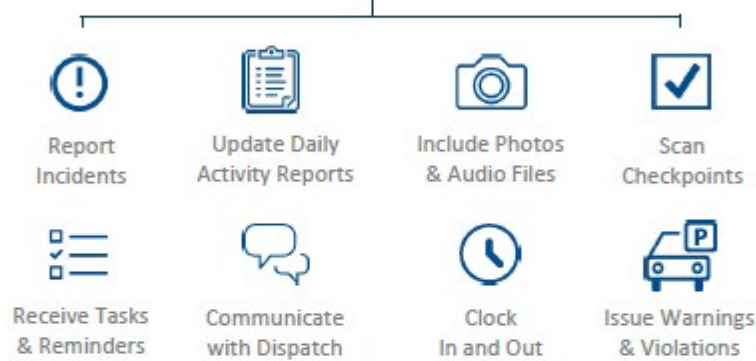
Description	Bill Rate	Overtime/Holiday Rate
Hourly Bill Rate (Harbor Bay)	\$32.00/hour	\$48.00/hour
Special/Emergency Request Coverage	\$45.00/hour	\$45.00/hour

SECTION IX

Guard Tour System

Feature Overview

While using any Android or Apple device,
Officers in the field can:



All of this information is GPS tracked and
available in real time in the Issue Monitor



Our Reporting Process

How We Report

We use smartphones and tablets with quick and simple drop down reporting menus to streamline the reporting, maximize on site visibility, and reduce your risk and liability.

Instead of traditional hand written DARs our officers are provided varied reporting options that enable them to report easily throughout their shift.



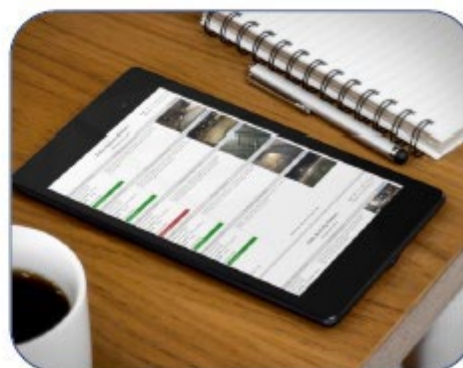
Customized For You

Our daily and monthly reports can be *completely* customized and worded for your industry and specific property.

All issues are prioritized based on the scope of service at each property and according to your needs.

Real-Time Incident Notifications

At your choosing any issues or incidents reported can trigger a notification to the necessary parties (i.e. managers, maintenance supervisors or teams, and issue specific vendors).



Guard Tour Checkpoints

When a checkpoint is scanned 4 things happen

- 1) Instructions are shown to the officer specific to that location
- 1) A pre-written note in risk and liability terms is entered into all reports including the Daily Activity Report (DAR).
- 1) A GPS pinpoint is taken to track the officers location at the time of the scan
- 1) The officer is required to include a photo with the checkpoint to verify their location (*optional*)









Your Live Dashboard







First off, the issue monitor is the hub of all the activity reported through our software. Everything that is reported including incidents, checkpoints, tasks, and dispatched issues will all be tracked right here in the issue monitor.



UNARMED SECURITY SERVICES FOR MAIN LIBRARY

 <div> <h2 style="text-align: center;">Daily Activity Report</h2> <p style="text-align: center;">Silvertrac Software</p> </div> <div> <p>Start: Mar 13, 2018 08:47 AM</p> <p>End: Mar 15, 2018 08:47 AM</p> </div>		
<p>Tue Mar 13, 2018 12:08 PM (S) Officer Arrived On Duty 193742753</p>		
<p>Commercial Property 5412 Beach Boulevard Location: On Site Unit: Patrol</p> <p>Makena Anderson (S) Level 3</p>	<p>Reported: Officer arrived on duty and checked in at the property security office. Keys and radio equipment received along with past down orders from past shift officer. Radio and equipment were found fully charged and available for my daily activity shift report.</p>	
<p>Tue Mar 13, 2018 12:10 PM (S) Patrol Parking Lot East 193742865</p>		
<p>Commercial Property 5412 Beach Boulevard Location: East Parking Lot Unit: Patrol</p> <p>Makena Anderson (S) Level 3</p>	<p>Reported: Officer patrolled the East parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.</p>	
<p>Tue Mar 13, 2018 12:11 PM (M) Slip/Trip Hazard Report 193742962</p>		
<p>Commercial Property 5412 Beach Boulevard Location: Parking Garage Unit: Patrol</p> <p>Makena Anderson (M) Level 1</p>	<p>12:40 PM Makena Anderson - Water 5 ft in length found in Center of parking garage. Contacted maintenance team Frank Brown for assistance. Area was secured and coned off for safety and liability. See Attached Photo.</p>	
<p>Tue Mar 13, 2018 12:11 PM (S) Patrol Parking Lot South 193743041</p>		
<p>Commercial Property 5412 Beach Boulevard Location: South Parking Lot Unit: Patrol</p> <p>Makena Anderson (S) Level 3</p>	<p>Reported: Officer patrolled the South parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.</p>	
<p>Tue Mar 13, 2018 12:13 PM (S) Patrol Parking Lot West 193743158</p>		
<p>Commercial Property 5412 Beach Boulevard Location: West Parking Lot Unit: Patrol</p> <p>Makena Anderson (S) Level 3</p>	<p>Reported: Officer patrolled the West parking lot looking for signs of theft, vandalism, unauthorized vendor flyers, raised curbs and broken curb stops in the customer parking area.</p>	

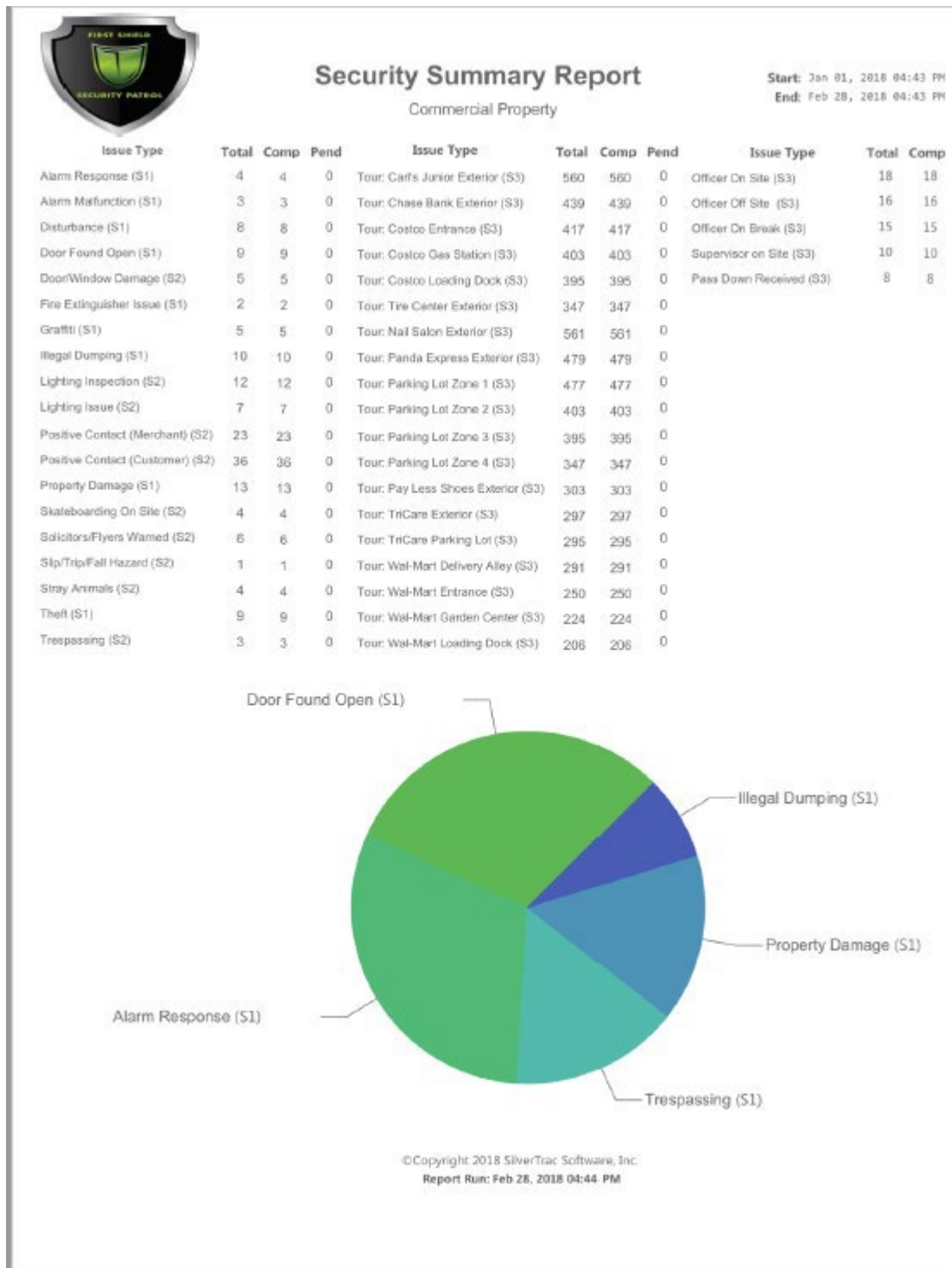
UNARMED SECURITY SERVICES FOR MAIN LIBRARY

 <h2 style="text-align: center;">Daily Activity Report</h2> <p style="text-align: center;">Silvertrac Software</p>		<p>Start: Mar 13, 2018 08:47 AM</p> <p>End: Mar 15, 2018 08:47 AM</p>
<p>Tue Mar 13, 2018 12:14 PM (S) Patrol Loading Dock Area 193743275</p>		
<p>Commercial Property 5412 Beach Boulevard Location: Loading Dock Unit: Patrol Makena Anderson (S) Level 3</p>	<p>Reported: Officer patrolled the loading dock and checked the commercial vehicles parked at the ramp location. No safety or storage items found at the loading dock area. No vehicles obstructing truck access, or unauthorized trespassing.</p>	
<p>Tue Mar 13, 2018 12:15 PM (S) Patrol Disposal Area 193743391</p>		
<p>Commercial Property 5412 Beach Boulevard Location: Disposal Area Unit: Patrol Makena Anderson (S) Level 3</p>	<p>Reported: Checked disposal areas and loading dock area for any signs of illegal dumping or overflow concerns. Illegal dumping or overflow concerns will be reported to security supervisor immediately.</p>	
<p>Tue Mar 13, 2018 12:17 PM (S) Property Damage Report 193743569</p>		
<p>Commercial Property 5412 Beach Boulevard Location: Perimeter Unit: Patrol Makena Anderson (S) Level 2</p>	<p>1:47 PM Makena Anderson - Southern counties driver MH - 52 Salvador Santos License Plate 9F09542. Large Ford Semi Truck (White) trailer caused property damage to median and landscape. Located at main entrance off of Carson St. Contacted property maintenance team for clean up and evaluation of damage. Property manager notified at 1:50 PM.</p>	
<p>Tue Mar 13, 2018 12:17 PM (S) Patrol Merchant Store 193743644</p>		
<p>Commercial Property 5412 Beach Boulevard Location: Five Below Unit: Patrol Makena Anderson (S) Level 3</p>	<p>Reported: Officer conducted a walk through the front area of the tenant spaces and merchant stores. No obstructions or persons loitering during the inspection tour. No visible signs of property damage or vandalism.</p>	
<p>Tue Mar 13, 2018 12:19 PM (S) Lighting Inspection 193743802</p>		
<p>Commercial Property 5412 Beach Boulevard Location: On Site Unit: Patrol Makena Anderson (S) Level 2</p>	<p>Reported: Officer conducted a lighting inspection at the storefronts and the parking lot area to make sure lighting is in good condition and working properly. No visible signs of light damage or vandalism during this inspection.</p>	

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Report Run: Mar 15, 2018 08:47 AM

UNARMED SECURITY SERVICES FOR MAIN LIBRARY



SECTION X

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 [STATE corporation, LLC, LP, GP, or sole proprietor/individual], whose address is ADDRESS (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____.
 [City staff reached out to the service providers on the City’s bidders list, interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued an RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][Provider was selected on a sole source basis because (must provide justification for sole source selection).][Other: Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

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

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

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

[The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to xxxx (x) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged [with the exception that the compensation shall be adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][with the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe any compensation escalator.]

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. [If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$XXX,XXX. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.]

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

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

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

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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (6). 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.

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, 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

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 claim

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

(5) Cyber Liability:

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

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

(6) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. 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. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

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

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

17. NOTICES:

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

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

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

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

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

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

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

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

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

18. **SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with

(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.

31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

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

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

(2) Selection for training, including interns and apprentices.

- A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

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

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

32. NONDISCRIMINATION – HUD REQUIREMENTS:

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
 - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

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

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

- (1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor

organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.]

33. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

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

34. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request.

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,
- (5) Invoice or other record demonstrating purchase or procurement.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NO EXCEPTIONS

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

[NAME]
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

NO EXCEPTIONS

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

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

REF: _____

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

NOTICE OF CANCELLATION:

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