Section 3

REQUIREMENTS FOR SUBMISSION OF PROPOSALS

Proposal Check List

This Proposal Check List should be attached as the cover to your proposal.

OPERATIONS AND MAINTENANCE PLAN
(Note: The City of Hayward does not have any vehicles that will be used for this service.)

Respond to each of the following questions completely.

1. **The proposed fleet:** (Vehicles need not be new, but they must be in excellent, safe, road-worthy condition, and must be available for inspection by the CITY prior to contract implementation.

   a. Describe the fleet of vehicles to be used for this project. If vehicles are not yet available indicate this in the first column and indicate how long, it will take to obtain the vehicle. If more space is needed, duplicate this chart and attach to this form.

Last 5 digits of the VIN Number	Check if Sedan	Check if Van	Check if Van is wheelchair accessible	Indicate number of passengers (not including driver)		Year	Make	Model	Mileage	* Check if vehicle will be dedicated to this project.
				Ambulatory	Wheelchairs					
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

* For each vehicle that will not be dedicated to this project, describe below how else it will be used and how it will be coordinated with this project.

VIN No.	
1.	
2.	
3.	
4.	
5.	

If more space is needed for any of the questions below, attach additional pages to this form. Be sure to indicate which question you are responding to with each response.

2. If **subcontractors** are to be used, list below who they will be and describe how trip requests will be assigned. (Note: See Section 3.5 of this RFP regarding use of subcontractors. It should be noted that the CITY requires the CONTRACTOR, and all subcontractors, to obtain Worker's Compensation insurance for all personnel, including all drivers, who will be providing service under The HOP contract.)

Narrative Response:

3. **Proposed scheduling and dispatching system**: Please describe below:

   A. The number of scheduling and dispatching staff that will be providing service under this contract;
   B. The proposed staffing schedule for the dispatch office;
   C. The number of scheduling and dispatch staff that will be working each shift;
   D. The experience and training of each of the staff identified;
   E. The scheduling methods that will be used for the deployment of the vehicles;
   F. The steps undertaken to ensure sufficient driving staff will be available for trips; and
   G. The reservation and dispatch staff's multi-lingual capabilities.

Narrative Response:

If more space is needed for any of the questions below, attach additional pages to this form. Be sure to indicate which question you are responding to with each response.

4. **Proposed procedures for taking reservations:** Describe below how you propose to handle advanced reservation (Calendar) requests. Indicate the system you propose to use, including any communication method that will be available for taking trip reservations.

5. **Service monitoring procedures**: Describe how service will be monitored and quality assured, including level (and type) of road supervision to be provided.

Desired Information	Can provide with current data collecting systems	Can provide with new systems that would need to be developed	Unable to provide desired information
1. Number of service hours billed for Origin-to Origin group trips; 2. Number of trips provided for month; 3. Number of long distance trips provided per month/service hours billed; 4. Name of each driver providing service, days and hours worked; 5. Revenue hour reimbursement rate; 6. Service cost sub-total. **On-Time Performance Report – due monthly with invoice:** 1. Record of all trip rosters received (Pick up / drop off address; arrival /departure time); 2. Assigned driver and route number; 3. Service vehicle in use and vehicle number; 4. Whether the ride was performed, canceled, no-showed, canceled late or a missed trip; 5. Number of passengers on trip; 6. Number of attendants on trip; 7. Number of ambulatory/non-ambulatory passengers; 8. Size and number of vehicle which performed the trip; 9. Reports of injuries, if any; 10. Incidents of vehicle or property damage, if any.			

6. **Complaint procedures:** Describe the procedures to be used for accepting, reporting on and following up on complaints.

7. **Reporting Capabilities:** The CONTRACTOR may be required to report on operating statistics that include, but are not limited to; some or all of the following. Please indicate on the chart below which statistics can be provided given your current record keeping systems, which will require new systems to be developed, and which you will not be able to obtain.

8. **Proposed maintenance plan:**

   A. Describe the proposed vehicle maintenance plan, including: preventative maintenance, record keeping, road calls, vehicle cleaning and servicing.
   B. Indicate what maintenance tasks you will perform, and which will be sent to outside sub-contractors; the sub-contractors must be identified.
   C. Identify where maintenance activities will take place and describe how downtime for road calls will be minimized.

Desired Information	Can provide with current data collecting systems	Can provide with new systems that would need to be developed	Unable to provide desired information
1. Number of service hours billed for Origin-to Origin group trips; 2. Number of trips provided for month; 3. Number of long distance trips provided per month/service hours billed; 4. Name of each driver providing service, days and hours worked; 5. Revenue hour reimbursement rate; 6. Service cost sub-total. **On-Time Performance Report – due monthly with invoice:** 1. Record of all trip rosters received (Pick up / drop off address; arrival /departure time); 2. Assigned driver and route number; 3. Service vehicle in use and vehicle number; 4. Whether the ride was performed, canceled, no-showed, canceled late or a missed trip; 5. Number of passengers on trip; 6. Number of attendants on trip; 7. Number of ambulatory/non-ambulatory passengers; 8. Size and number of vehicle which performed the trip; 9. Reports of injuries, if any; 10. Incidents of vehicle or property damage, if any.			

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   B. Indicate what maintenance tasks you will perform, and which will be sent to outside sub-contractors; the sub-contractors must be identified.
   C. Identify where maintenance activities will take place and describe how downtime for road calls will be minimized.

D. Describe your plan for using replacement vehicles during periods when vehicles are out of service.
E. Describe how the CITY can be assured that vehicles, lifts, etc. will be well maintained during the course of the project.

OPERATIONS AND MAINTENANCE PLAN continued:

If more space is needed for any of the questions below, attach additional pages to this form. Be sure to indicate which question you are responding to with each response.

9. Indicate the number and type of citations received from the California Highway Patrol or other law enforcement agencies during the past twenty-four months.

10. **Safety and Training Programs:**

A. Describe the safety and training program that you propose to use for your personnel and indicate which personnel will be required to enroll in training.
B. Describe the procedure that will be used for handling accidents and incidents.
C. Describe the experience, training, and qualifications of personnel who will provide training.
D. Attach to this form a statement of loss record from your insurer covering the last three years (Attachment E). The statement should also indicate any claims which may be pending at the present time.

11. **Staffing:**

A. Please submit a current organization chart with the proposal;
B. Please provide the pay range currently paid for each position (including drivers), the benefits available to your employees, and which positions are eligible for those benefits;
C. Please indicate the percentage of turnover your organization has had among drivers in Alameda County over the last calendar year (January – December 2015) and what the average length of employment is for each position listed;
D. Describe the driver retention program you plan to use to mitigate driver turnover; and

12. **Facility Description:**

A. Describe the distance between your administrative facilities, and your operational facilities if different from your administrative facilities, from Hayward City Hall.
B. Describe your organization's dispatch, maintenance, computer, telephone and facsimile capabilities.
C. Describe if there will be an initial location and a different future permanent location for your facilities.

Form 5

START-UP AND TRANSITION PLAN

If more space is needed for any of the question below, attach additional pages to this form.

Be sure to indicate which question you are responding to with each response.

1. If applicable, describe the steps that will be taken, and the proposed timeline needed, to set up your operations; be sure to indicate the earliest that service can begin. If you are able to start certain "critical" services (i.e., medical trips to dialysis, radiation, etc.) initially, and build up to other less critical services at a later time, describe the phase-in strategy that you are proposing. (There are approximately 30 program participants currently receiving "critical" transportation services 3 or more times per week.)

2. If applicable, describe the steps you will take to ensure a smooth transition from the current Operator. This plan should include a timetable and provide for the transition of service no later than January 1, 2017 with no disruption of regular service. Describe any special help that will be required from the CITY to start the program up during this time period.

Form 6

COST PROPOSAL

Instructions

Describe the proposed cost for providing the various components of service described in the RFP. Note that the current volume of service may increase over the course of the year to the extent that funds allow.

Cost proposals for The HOP contract must be submitted on a "Vehicle Service Hour" basis. Vehicle service hours are calculated on an Origin-to-Origin basis for determining when "Vehicle Service Hours" begin and end. Please review the definition of the option below, and submit your fee quotes accordingly.

> **Option 2 - Calculating fees on a *"Origin-to-Origin"* Vehicle Service Hour Basis:** The Vehicle Service Hour charge starts when the paratransit vehicle arrives to pick-up the first passenger group on that vehicle's route and continues until the last passenger group disembarks from the vehicle at their final destination point. (Under this option, the City is <u>not</u> billed for the time it takes for a vehicle to get to its first passenger group, nor is the City billed for the time it takes the vehicle to return to the service-yard at the end of its shift.)

NOTES:

A. *The CITY shall <u>not</u> pay for any period of a vehicle's shift in which it is not being used to deliver service under the Hayward Paratransit Agreement (For example: during a driver's "lunch" break, when there is a disruption in service due to a vehicle break-down, or if the vehicle is being used during low volume periods to serve another contract.).*

Form 7

LABOR CODE 1072 DECLARATION

Please indicate your organization's intent regarding California Labor Code 1072.

(See Section 1.13 - Proposal Evaluation and Award Process of this RFP for more information regarding California Labor Code 1072 - State Mandated Bidding Preference - and its impact on the scoring of submitted applications.)

☐ We declare as part of this bid proposal that we **WILL** retain the employees of the prior contractor for a period of not less than 90 days if awarded The HOP Service Contract.

☐ We declare as part of this bid proposal that we **WILL NOT** retain the employees of the prior contractor if awarded The HOP Service Contract.

Name of Organization:_____

_____

Name of Organization's Authorized Representative

_____

Signature of Organization's Authorized Representative

Attachment A

Sample Standard City of Hayward Paratransit Program Agreement

AGREEMENT FOR **SPECIALIZED PARATRANSIT** SERVICES BETWEEN THE CITY OF HAYWARD AND

<Organization Name – ALL CAPS>

THIS AGREEMENT, dated for convenience this 1st day of January, 2017, is by and between ***<Organization Name – ALL CAPS>*** ("CONTRACTOR") and the CITY OF HAYWARD, a public body of the State of California ("CITY");

RECITALS :

WHEREAS, ***<Organization Name – ALL CAPS>*** is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, the CONTRACTOR is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, the City Council of the City of Hayward by Resolution No. 16-062, dated May 3, 2016, has approved the expenditure of Measure B/BB Paratransit funds allocated to the City for FY 2016-2017 by the Alameda County Transportation Commission (ACTC) for the purpose of providing origin-to-origin paratransit transportation to qualified seniors and people with disabilities residing within the Hayward service areas of City of Hayward, and the adjacent unincorporated areas which include Castro Valley, San Lorenzo, Ashland, and Cherryland; and

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.

Compensation. CITY hereby agrees total compensation for CONTRACTOR's services and expenses incurred pursuant to this agreement shall not exceed the sum of $***<$Contract Amount>***. Compensation for services rendered by CONTRACTOR to CITY is set forth in the Payment Schedule (Exhibit B). Payments shall be payable exclusively from funds received by the CITY pursuant to the County Measure B/BB transportation fund. In the event funds are not approved for use in the manner provided by this agreement, if these resources are consumed prior to the end of the contract period, or if for any reason funds are reduced or restricted by the granting agents and thus are no longer available during the agreement terms, the parties hereto shall be released from all obligations hereunder, and this agreement shall be of no further force and effect.

Audit of books and records. CONTRACTOR shall maintain on a current basis complete records including books of original entry, source documents supporting accounting transactions, service records, a general ledger, canceled checks, and related documents and records to assure proper accounting of funds and performance of this agreement. Such records and accounts shall

include, but not be limited to an accounting of all other funds, receipts, and expenditures, of CONTRACTOR. Such records shall be kept in a form approved by the Director of Library and Community Services and shall be made available upon request to the Department of Library and Community Services.

CONTRACTOR shall furnish any and all information and reports required by CITY. CONTRACTOR shall permit access to books, records, and accounts by CITY or its representatives and employees, for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders and for the purpose of evaluating and monitoring CONTRACTOR's compliance with the provisions of this agreement.

Effective Date and Term. The effective date of this agreement is January 1, 2017 and shall terminate no later than June 30, 2017. The CITY and CONTRACTOR upon mutual agreement of both parties shall have the authority to extend the terms of this agreement at substantially the same terms and conditions contingent on the continued need for the service, the CITY's satisfaction with the CONTRACTOR's performance, and on the availability of funds. The CITY Manager or his/her designee shall have the authority to extend the terms of this agreement for up to ninety (90) days following expiration of the effective term, subject to funding availability

Independent Contractor Status. It is expressly understood and agreed by both parties that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent CONTRACTOR and not an employee of the CITY. The CONTRACTOR expressly warrants not to represent, at any time or in any manner, that the CONTRACTOR is an employee of the CITY.

Billings. The CONTRACTOR shall submit monthly bills to the CITY as articulated in the Exhibit B Payment Schedule, and describing services and costs provided during the previous month. The CONTRACTOR's monthly bills shall include the following information to which such services or costs pertain: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a brief description of any costs incurred, and the CONTRACTOR's signature. IMPORTANT: The CITY will only reimburse for services actually performed by the CONTRACTOR in accordance with terms in Exhibit B.

Advice and Status Reporting. The CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder in writing.

The CONTRACTOR shall furnish any and all information and reports required by the CITY. The CONTRACTOR shall permit access to books, records, and accounts by the CITY or its representatives and employees, for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders and for the purpose of evaluating and monitoring the CONTRACTOR's compliance with the provisions of this agreement.

Assignment of Personnel. The CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that the CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, the

CONTRACTOR shall, immediately upon receiving notice from the CITY of such desire of the CITY, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's Community Services Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's Community Services Manager.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, the CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY as set forth in Exhibit C. The CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.

(a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by the CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, the CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self- insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.

(b) Commercial General and Automobile Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 000I and Insurance Services Office Automobile Liability form CA 0001 Code I (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(i) The CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of the CONTRACTOR, including the insured's general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.

(iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.

(iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.

(v) Any explosion, collapse, and underground property damage exclusion must be deleted.

(vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

(vii) The policy must contain a cross liability or severability of interests clause.

(viii) Any failure of the CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to the CITY and its officers, employees, agents, and volunteers.

(ix) Broad form property damage liability must be afforded. A deductible that does not exceed $25,000 may be provided.

(x) Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.

(xi) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.

(c) Professional Liability. The CONTRACTOR, at the CONTRACTOR 's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible shall not exceed $100,000 per claim.

(ii) Notice of cancellation or non-renewal must be received by the CITY at least thirty days prior to such change.

(iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.

3. If coverage is canceled or not renewed and it is not replaced with other claims made policy form with a retroactive date that precedes the date of this agreement, the CONTRACTOR must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this agreement.

(d) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of the CITY's City Attorney, the CONTRACTOR may increase such deductibles or self-insured retentions with respect to the CITY, its officers, employees, agents, and volunteers. The CITY may condition approval of an increase in deductible or self-insured retention levels upon a requirement that the CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, the CONTRACTOR shall provide written notice to the CITY at the CONTRACTOR's earliest possible opportunity and in no case later than five days after the CONTRACTOR is notified of the change in coverage.

(f) In addition to any other remedies the CITY may have if the CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order the CONTRACTOR to stop work under this agreement or withhold any payment which becomes due to the CONTRACTOR hereunder, or both stop work and withhold any payment, until the CONTRACTOR demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for the CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Indemnification - Contractor's Responsibility. It is understood and agreed that the CONTRACTOR has the professional skills and experience necessary to perform the work agreed to be performed under this agreement that the CITY relies upon the professional skills of the CONTRACTOR to do and perform the CONTRACTOR's work in a skillful manner, and the CONTRACTOR thus agrees to so perform the work.

Acceptance by the CITY of the work performed under this agreement does not operate as a release of the CONTRACTOR from responsibility for the work performed. It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

The CONTRACTOR shall indemnify, defend, and hold the CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of the CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work,

except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of the CONTRACTOR, its employees, agents, or subcontractors by federal or state law, the CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscrimination. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the agreement are incorporated by this reference.

Termination. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, the CITY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. Without prejudice to the foregoing, the CONTRACTOR agrees that if, prior to the termination or expiration of this agreement upon any final or interim audit by the CITY, or otherwise, it shall be disclosed to, or determined by the CITY, that the CONTRACTOR shall have failed in any way to comply with any requirements of this agreement, the CONTRACTOR shall forthwith bring itself into compliance and shall pay to the CITY forthwith whatever sums are so disclosed to be due to the CITY (or shall, at the CITY's election, permit the CITY to deduct such sums from whatever amounts remain undisbursed by the CITY to the CONTRACTOR pursuant to this agreement); if this agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, then the CONTRACTOR shall pay to the CITY forthwith whatever sums are so disclosed to, or determined by the CITY, to be due to the CITY. Anything in this agreement to the contrary notwithstanding, the CITY shall have the right to terminate this agreement with or without cause at any time upon giving the CONTRACTOR at least 30 days written notice prior to the effective date of such termination.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To the CONTRACTOR: ***<Organization Name>***
<Address Line 1>
<City, State Zip>

To the CITY: City Manager
777 B Street, 4th Floor
Hayward, CA 94541-5007

AND

COMMUNITY SERVICES MANAGER
Community Services Division
777 B Street, 2nd Floor
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by the CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.

Amendments. This agreement may be modified or amended only by a written document executed by both the CONTRACTOR and the CITY's City Manager and approved as to form by the CITY's City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by Contractor. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, the CONTRACTOR shall, without delay, deliver to the City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which the CITY incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, the CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY's City Charter and CITY's City Ordinances.

The CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. The CONTRACTOR warrants and covenants that the provider(s) of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any provider of services is a "Contractor" for the purposes of the Fair Political Practices Act (Gov. Code 0 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the CITY's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, provider of services shall promptly notify the CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.

Anti-Lobbying Certification. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Anti-Lobbying Certification", or Exhibit C, in accordance with its instructions.

Nondiscriminatory Employment Practices Provision. The CONTRACTOR shall comply with the "City of Hayward Nondiscriminatory Employment Practices Provision" and "Special Affirmative Action Provision for Supply and Service Contracts", copies of which are attached hereto and incorporated herein by reference as Exhibit D and, where applicable, cause its subcontractors in excess of $10,000 to do the same.

Reporting Requirement for Homeless Management Information System: If eligible, the CONTRACTOR shall utilize the County of Alameda Homeless Management Information System (HMIS). The CONTRACTOR shall list the CITY as a partner with authority to review and pull reports.

Nuclear Free Hayward. The CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit E and made a part hereof.

Living Wage Ordinance. If the amount set forth in this agreement is $25,000 or greater, the CONTRACTOR shall comply with the City of Hayward Living Wage Ordinance, Article 14 of Chapter 2 of the Hayward Municipal Code, a copy of which is attached hereto, and incorporated herein by reference as Exhibit F.

Copyright. Upon the CITY's request, the CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to the CONTRACTOR or any other person shall not affect the CITY's rights to the materials and records prepared or obtained in the performance of this agreement. The CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and the CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by the CITY shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. The CONTRACTOR agrees to diligently execute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has eleven pages excluding the attached exhibits. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the CITY's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the CONTRACTOR has executed this agreement, and the CITY, by the CITY's City Manager, who is authorized to do so, has executed this agreement.

CONTRACTOR

Dated: _____ By: _____
First Last, Title

CITY OF HAYWARD

Dated: _____ By: _____
Kelly McAdoo, City Manager

Attest: _____
Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: _____
Michael S. Lawson, City Attorney

Attachments:

Exhibit A	Work Program, consisting of ***<Exhibit A # of pages>*** pages
Exhibit B	Payment Schedule, consisting of ***<Exhibit A # of pages>*** pages
Exhibit C	Insurance, consisting of consisting of ***<Exhibit C # of pages>*** pages
Exhibit D	Anti-Lobbying Certification, consisting of 1 page
Exhibit E	Nondiscriminatory Employment Practices Provision, consisting of 3 pages
Exhibit F	Non-Involvement in the Development of Nuclear Weapons, consisting of 1 page
Exhibit G	Living Wage Ordinance, consisting of 9 pages