CITY OF HAYWARD
GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Successful Bidder" shall be construed to mean the Seller from whom work and services are purchased by the City. The work and services described in the accompanying Request for Quotation or Purchase Order hereinafter shall be designated as "The Work".

1.00 Legal Relations and Responsibilities

1.01 Laws to be Observed: The Bidder shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all municipal ordinances and regulations of the City of Hayward which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wage rates are on file in the office of the City Engineer and are available to any interested parties on request.

1.03.1 Certified Payroll Records: Bidder shall maintain certified payroll records as required by Section 1776 of the Labor Code. Copies of certified payroll records shall be provided to the City of Hayward within ten (10) days of written request by the City. Failure to provide copies of certified payroll within the time prescribed by statute shall result in imposition of monetary penalties or withholding of progress payments due under the contract.

1.04 Permits and Licenses: Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall, in addition, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

1.05 Encroachment Permit: The Successful Bidder shall obtain and/or comply with any encroachment permits as set forth in the order.

1.06 Patents: The Successful Bidder shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.07 Public Convenience and Safety: Attention is directed to all applicable Sections of Chapter 7, Article 2, STREETS, "Disturbance of Streets," of the City of Hayward Municipal Code.

Traffic control procedures stated herein and traffic control standard plans shall be the MINIMUM accepted in the City of Hayward. Any variations shall be approved by the Engineer prior to use. In no way shall compliance with these specifications and standards relieve the Successful Bidder of any liability for claims or damages arising from his work.

All streets within the project limits shall remain open to traffic at all times during the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic.

Adequate traffic warning and control devices shall be provided and maintained by the Successful Bidder during the construction period in accordance with the "State of California Manual of Warning Signs, Lights and Devices for Use In Performance of Work upon Highways" dated 1973. When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Successful Bidder for the costs thereof as provided in Section 7, Article 2 of the Hayward Municipal Code.

Traffic control signs, (regulatory, warning or construction type) conforming to the State of California Standards, and any special-legend signs required, except "NO PARKING" signs, shall be furnished by the Successful Bidder as directed by the Engineer.

The Successful Bidder shall install and maintain all signs.

Any obstructions which will remain in the roadway after darkness MUST BE adequately outlined with barricades with flashers or delineators along with other warning devices. All barricades and delineators shall conform to State of California Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.

Safe and convenient pedestrian access shall be provided at all times.

Flagmen are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic. One flagman is required for each direction of traffic affected where only one lane is available for over 100 feet or when required by the Engineer. When less than 20 feet of street width is available for traffic, a flagman will be required. Flagman shall wear distinctive clothing, such as a RED jacket.

All work specified herein shall be considered to be at the Successful Bidder's expense.

1.08 Responsibility for Damage: The Successful Bidder shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Bidder, to any subcontractor, to the City, to City employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City, or of parties designated in any purchase order provisions. Said Bidder shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Successful Bidder or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the City, the Successful Bidder shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of The Work. The Successful Bidder shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of City: The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Successful Bidder Not an Agent of the City of Hayward: The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection by the City Engineer nor by an inspector or other City representative, nor any payment of money, nor acceptance of any part or whole of The Work by the City of Hayward or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Successful Bidder shall promptly obtain, at the Bidder's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Successful Bidder's agent or broker to the City's Purchasing Division for review and approval by the City. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Bidders confer with their insurance carrier or broker to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent successful bidder fails to comply with the insurance requirements, that Bidder may be disqualified.

(1) The Successful Bidder shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Bidder's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on The Work.

(2) The Successful Bidder shall take out and maintain in the name of the Successful Bidder and the City as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Bidder, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Successful Bidder's, City's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury Liability and Property Damage: $1,000,000.

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

(a) If the Insurance policy covers on an "accident" basis,it must be changed to "occurrence".

(b) The policy must contain a Cross Liability or Severability of Interest Clause.

(c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.

(d) Broad Form property damage liability must be afforded. Permission is granted for deductible which shall not exceed $10,000 without special approval of the City.

(e) Any failure to comply with reporting or other provisions of the policies including brochures of warranties shall not affect coverage provided to the City, its Officials, Officers, Directors, Employees, or Agents.

(f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

(g) Cancellation, non-renewal or reduction in limits shall be sent to the City with at least 10 days prior written notice, by certified mail, return receipt requested.

(h)Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Successful Bidder shall not commence work until such insurance has been approved by the City. The Successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Successful Bidder shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.17 Cooperation: Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Agent. Consent will not be given to any proposed assignment which would relieve the Successful Bidder or its surety of their responsibilities under the order. The Successful Bidder may assign monies due or to become due it under the order and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the order, and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of The Work, in event that the Successful Bidder should be in default therein.

1.19 Time of Completion: The Successful Bidder shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Successful Bidder shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Successful Bidder when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) RECRUITMENT

(a) Non-union employees. Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice in such form and content as shall be furnished or approved by the City, advertising said source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees. Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub contractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

(3) EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

(4) ACCESS TO RECORDS

The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

(5) COMPLIANCE REVIEW PROCEDURES

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days or such notice of intent.

(6) VIOLATIONS

The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt or such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

(7) REMEDIES FOR WILLFUL VIOLATION

The contractor or subcontractor agrees that a finding of willful violation of the California State Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed $250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted form any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

1.22 Acceptance and/or Rejection of Bids: The City reserves the right to reject any or all bids, or to accept separate items in a bid. In addition the City reserves the right to cancel a Request for Bids or an award at any time.

1.23 Waiving Minor Irregularities: The City may waive any minor irregularities in a bid or in the bidding process and make award accordingly.

1.24 Nuclear Affirmation Requirements: A purchase order has no force or effect until the person to which it is issued has on file with the City or executes and returns to the City of Hayward's Purchasing Manager an Affirmation Of Non-Involvement In Development Or Production Of Nuclear Weapons. City of Hayward Ordinance 87-024 C.S. defines "nuclear weapons" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei." The ordinance defines "person" as "any person, private corporation, institution or other entity."

1.25 Hazardous Material Requirements: The contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) The contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the contractor shall immediately notify the City and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been complete and all testing completed to determine if any asbestos fibers have been released.

(6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the contractor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(7) The contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: It is the policy of the City of Hayward to encourage the use of recycled materials, reusable products, and products designed to be recycled. Contractors and suppliers shall use or provide such materials or products to the maximum extent practicable and allowable within the specifications prepared by the City, provided however, that the performance or operational effectiveness of the product or material is not detrimentally effected nor the health and safety of the citizens or employees of the City of Hayward negatively impacted by the use of such products or materials.

(REV. 01/31/13)

ANTI-LOBBYING CERTIFICATION

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) 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, 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 undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____ _____

Print Name Title

CITY OF HAYWARD
NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract the contractor or subcontractor agrees as follows:

1. AFFIRMATIVE ACTION - GENERAL. The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, and ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. RECRUITMENT.

(a) Non-union employees. Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees. Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, and national origin, and ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, sex, age, or disability.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER. The Contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. ACCESS TO RECORDS. The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. COMPLIANCE REVIEW PROCEDURES.

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. VIOLATIONS. The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. REMEDIES FOR WILLFUL VIOLATION. The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed $250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in it exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

CITY OF HAYWARD
SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed $10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of $25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total $25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of it and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds $10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is $10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

(1) The size of the contractor's or subcontractor's existing work force;
(2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;
(3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;
(4) The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
(5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
(6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable

to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder; contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

3. EXEMPTIONS. (Sec. 2-7.06, HMC)

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

(a) Contracts with other governmental jurisdictions;
(b) Contracts with manufacturers whose principal place of business is located outside the United States;
(c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
(d) Contracts with any single or sole source supplier of any goods or service; and
(e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgment of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

6. CONTACT
City of Hayward Purchasing and Contract Compliance Specialist, (510) 583- 4802.

NONDISCRIMINATORY EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.

2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.

3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

_____ _____
(Print/Type Name of Company Official) (Title)

_____ _____
(Signature of Company Official) (Date)

Name of Project: _____

Name of Firm: _____

Address: _____
Street Address City/State/Zip

Telephone: (___) _____ (___) _____

Please check below as appropriate:

Prime Contractor ( )

Subcontractor ( )

Professional Services ( )

Supplier of Goods ( )

Supplier of Services ( )

Exhibit F

CITY OF
HAYWARD
HEART OF THE BAY

AFFIRMATION ON NON-INVOLVEMENT IN DEVELOPMENT OF
PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, Private Corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

_____	_____
Print/Type Company Name	Print/Type Official Name & Title
_____	_____
Company Address	Signature of Company Official
_____	_____
City/State/Zip Code	Date

Attachment B

Wage and Benefit Information for Proposed Contractor's Employees Working Under the FY 16-17 Hayward Operated Paratransit Program Agreement

ORDINANCE NO. 99-03

AN ORDINANCE ADOPTING THE HAYWARD LIVING WAGE ORDINANCE AS ARTICLE 14 OF CHAPTER 2 OF THE HAYWARD MUNICIPAL CODE

BE IT ORDAINED by the City Council of the City of Hayward as follows:

SECTION 1. FINDINGS. The City Council finds and determines as follows:

a. The City awards many contracts to private firms which provide services and labor to City government and to the public.

b. Experience indicates that many City contractors who provide services and labor pay their employees of wages at or slightly above the minimum required by federal and state minimum wage laws.

c. Payment of inadequate compensation does not provide affected employees with resources sufficient to afford a decent standard of living in Hayward.

d. The City intends to require contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

e. Based upon public comment, testimony and studies, the City Council finds that the wage levels set by this ordinance are minimum compensation levels required to afford a decent standard of living in Hayward.

SECTION 2. ADOPTION OF HAYWARD LIVING WAGE ORDINANCE. The Hayward Municipal Code is amended by adding a new Article 14 to Chapter 2 entitled the "Hayward Living Wage Ordinance" to read as follows:

ARTICLE 14
HAYWARD LIVING WAGE ORDINANCE

Section 2-14.010	Title and Definitions.
Section 2-14.020	Applicability of Hayward Living Wage Ordinance Requirements.
Section 2-14.021	Subcontracted Work.
Section 2-14.030	Notifying employees of their potential right to the federal Earned Income Credit.
Section 2-14.040	Enforcement.
Section 2-14.050	Administration.
Section 2-14.060	Coexistence with other available relief for specific deprivations of protected rights.

Section 2-14.061 Application to City of Hayward Employees.
Section 2-14.070 Supersession by collective bargaining agreement.
Section 2-14.080 Severability.

SECTION 2-14.010 TITLE AND DEFINITIONS. The regulations in this Article may be referred to as the Hayward Living Wage Ordinance (hereafter "Ordinance"). The terms used herein are subject to the following definitions

(a) "City" means the City of Hayward and its employees and officials, including those City employees authorized to award a service contract on the City's behalf.

(b) "City Manager" means the City Manager and his/her delegates and representatives.

(c) "Employee" means any individual employed by a service contractor on or under the authority of any contract for services with the City or proposal for such contract.

(d) "Health Benefits" means the payment of no less than one dollar and twenty-five cents ($1.25) per hour toward the cost of health and medical care insurance for employees and their dependents.

(e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(f) "Service Contract" means any contract with the City, including a purchase order, for an expenditure in excess of Twenty-Five Thousand Dollars ($25,000), for any of the following services:

(i) Automotive repair and maintenance,
(ii) Facility and building maintenance,
(iii) Janitorial and custodial,
(iv) Landscaping,
(v) Laundry services,
(vi) Temporary personnel,
(vii) Pest control, or
(viii) Security services.
(ix) Social Service Agencies.

(g) "Service Contractor" shall mean any contractor who seeks or has been awarded a Service Contract subject to this Ordinance. For the purposes of this Ordinance, the term "Service Contractor" shall include all subcontractors retained by a contractor to perform any

or all of the functions covered by a Service Contract subject to the herein contained regulations.

(h) "Social Service Agency" shall mean any organization receiving funds from the City as a result of a process involving the Human Services Commission

SECTION 2-14.020 APPLICABILITY OF HAYWARD LIVING WAGE ORDINANCE REQUIREMENTS.

(a) Scope. These regulations shall apply to any Service Contract with the City which is executed or extended on or after July 1, 1999, and to any previously executed Service Contract, where the services are first provided to the City after June 30, 1999.

(b) Exemptions. To the maximum extent permitted by law, this Ordinance shall apply to the expenditure of funds entirely within the City's control and to the expenditure of other funds consonant with the laws authorizing such expenditures. The following Service Contracts are exempt from this Ordinance's requirements:

(1) Contracts subject to federal or state law or regulations which preclude the applicability of this Ordinance's requirements.

(2) Multi-agency contracts involving programs where the City shares management authority with other jurisdictions, unless all of the signatory jurisdictions have a Living Wage Policy.

(3) Contracts for provision of service by any other governmental agency.

(c) Living Wage Requirements. Service contractors subject to this Ordinance shall pay their employees a wage of no less than eight dollars ($8.00) per hour, if health benefits are paid to the employees, or nine dollars and twenty-five cents ($9.25) per hour if no such health benefits are paid.

The hourly rates contained in this section shall be upwardly adjusted each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1. Prior to June 15th of each year, the individual assigned to administer this ordinance shall calculate, circulate to all "Service Contractors" and post the hourly rate in effect for the next fiscal year.

(d) Compensated and Uncompensated Days Off. Service Contractors subject to the provisions of this Ordinance shall provide a minimum of twelve (12) compensated days off per year and an additional minimum of five (5) uncompensated

days off per year for sick leave, vacation or personal necessity at the employee's request. Full time employees shall accrue compensated days off at the rate of one day per month. Part time employees shall accrue such days at a rate proportional to full time employees.

SECTION 2-14.021 SUBCONTRACTED WORK .

Service Contractors shall assure that all subcontracts entered into for the performance of work covered by this Ordinance shall contain a provision requiring the subcontractor(s) to comply with requirements of this Ordinance.

SECTION 2-14.030 NOTIFYING EMPLOYEES OF THEIR POTENTIAL RIGHT TO THE FEDERAL EARNED INCOME CREDIT.

Any contractor who executes a Service Contract with the City shall inform employees making less than twelve dollars ($12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees information about the EIC and forms required to secure advance EIC payments.

SECTION 2-14.040 ENFORCEMENT

(a) Private Right of Action. An employee claiming violation of this Ordinance shall have the right to file an action against an employer in the appropriate court, within one year after discovery of the alleged violation. The court may award any employee who files suit pursuant to this provision, as to the relevant period of time, the following:

(i) For failure to pay the minimum wage required by this Ordinance, the difference between the minimum wage required herein and the amount actually paid to the employee.

(ii) For failure to pay medical benefits, the difference between the minimum wage required by this Ordinance with benefits and the amount actually paid to the employee.

(iii) For retaliation for exercise of any rights provided for under this Ordinance, reinstatement, back pay, and/or any other relief that a court may deem appropriate.

(iv) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action.

(b) Service Contract Requirements. Each Service Contract to which these regulations apply, shall provide that violation of this Ordinance shall enable any aggrieved employee to file an action against the Service Contractor for damage. In addition, such

Service Contract shall also indicate that the City has the discretion to terminate the Service Contract and pursue any other legal remedies available to the City if the Service Contractor fails to comply with this Ordinance.

(d) Retaliation Prohibited. Service Contracts shall expressly prohibit a service contractor from any retaliation against an employee who alleges non-compliance with this Ordinance. Any such employee may report such alleged retaliation to the Purchasing Manager or to the Finance Director, who shall investigate such claim and report the results to the City Manager.

(e) City Enforcement. The City may, in its sole discretion, investigate and address any alleged violation of this Ordinance's requirements. However, the City's failure to investigate an alleged violation or otherwise enforce any of the provisions of this Ordinance shall not create any right of action or right to recover damages from the City by any person, including but not limited to an aggrieved employee.

(f) Violation Chargeable as an Infraction. In addition to the payment of damages, any person violating the requirement of this Ordinance shall be guilty of an infraction and shall be subject to the payment of a fine, not to exceed the limits set forth in Government Code section 36900. However, violation of this Ordinance shall not be prosecuted as a misdemeanor, notwithstanding any other provision of the Hayward Municipal Code.

SECTION 2-14.050 ADMINISTRATION

(a) Compliance. The City Manager is authorized to develop and implement administrative policies which carry out the intent of this Ordinance. The City Manager shall also have the discretion to monitor compliance, which may include, but is not limited to, the periodic review of appropriate records maintained by service contractors to verify compliance, and investigation of claimed violations.

(b) Report to City Council. Following the first year after this Ordinance takes effect, the City Manager shall submit a report to the City Council specifically addressing the following matters:

(I) The extent to which the benefits required by this Ordinance are accruing to Hayward residents,

(ii) The extent to which service contractors are complying with this Ordinance,

(iii) The manner in which this Ordinance is affecting the workforce composition of service contractors,

(iv) The manner in which this Ordinance is affecting productivity and service quality

of service contractors, and

(v) The manner in which the additional labor costs required by this Ordinance have been distributed among employers, employees and the City.

The aforementioned report shall be submitted to the City Council by October 1, 2000, and subsequent reports shall be submitted as frequently as the City Council deems appropriate.

SECTION 2-14.060 COEXISTENCE WITH OTHER AVAILABLE RELIEF FOR SPECIFIC DEPRIVATIONS OF PROTECTED RIGHTS.

This Ordinance shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

SECTION 2-14.061 APPLICATION TO CITY OF HAYWARD EMPLOYEES.

The provisions of this Ordinance shall apply to employees of the City of Hayward.

SECTION 2-14.070 SUPERSESSION BY COLLECTIVE BARGAINING AGREEMENT.

The provisions of this Ordinance shall not be superseded by any collective bargaining agreement unless the supersession is specifically agreed to by the parties to the collective bargaining agreement.

SECTION 2-14.080 SEVERABILITY. If any provision of this Article is declared legally invalid by a final judgment rendered a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Ordinance can be enforced in a manner which substantially carries out the objectives of this Ordinance.

SECTION 3. EFFECTIVE DATE In accordance with section 720 of the Hayward City Charter, this ordinance shall take effect thirty days after its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the 6th day of April, 1999, by Council Member Ward.

ADOPTED at a regular meeting of the City Council of the City of Hayward held the 13th day of April, 1999, by the following votes of members of said City Council.

AYES: COUNCIL MEMBERS: Jimenez, Hilson, Rodriquez, Ward, Dowling, Henson
MAYOR: Cooper

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

APPROVED: Roberta Cooper
Mayor of the City of Hayward

DATE: May 3, 1999

ATTEST: Angelina Reyes
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

CITY OF
HAYWARD
HEART OF THE BAY

(VENDOR ADDRESS)

Dear Vendor:

This letter is to inform you that in accordance with the provisions of the City of Hayward Living Wage Ordinance, the living wage rates for contracts subject to the Ordinance effective July 1, 2016 are as follows:

Required Wage per hour, with health benefits	**$12.28**
Required Wage per hour, without health benefits	**$14.19**
Medical Benefits	**$1.91**

Beginning July 1, 1999, certain types of City of Hayward service contracts or purchase orders in excess of $25,000 for the term of the contractual relationship became subject to the requirements of the City of Hayward Living Wage Ordinance. These include contracts for vehicle repair and maintenance; building and facility repair and maintenance; janitorial and laundry services; landscape maintenance; security services; and pest control.

The ordinance provides that "Service contractors ...shall pay their employees a wage of no less than eight dollars ($8.00) per hour, if health benefits are paid to employees or nine dollars and twenty-five cents ($9.25) per hour if no such health benefits are paid." Health benefits are defined as "payment of no less than one dollar and twenty-five cents ($1.25) per hour toward the cost of health and medical care insurance for employees and their dependents." The Ordinance also places notification responsibilities upon the Contractor and provides certain rights to the Contractor's employees. A copy of the Ordinance is attached.

In addition, the Ordinance contains an escalator that states, "The hourly rates contained in this section shall be upwardly adjusted each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1." According to information obtained from the Bureau of Labor Statistics, the Price Index for All Urban Consumers, San Francisco-Oakland-San Jose, increased 2.7% during the period April 2015-April 2016. The wage rates effective July 1, 2016 reflect this increase.

This letter is to inform you that City of Hayward Purchase Order(s) between the City and your firm is/are subject to this Ordinance. Please indicate below if you are willing to comply with the terms and conditions that it contains. If you will comply, the contract or purchase order between your firm and the City will be revised to incorporate this requirement. If you are unwilling to comply, the contract or purchase order will be cancelled.

PLEASE COMPLETE THE FORM ON PAGE 2 OF THIS LETTER AND RETURN IT TO RITA.PEREZ@HAYWARD-CA.GOV OR FAX IT TO (510) 583-3600 no later than Friday, July 11, 2016.
If sent by mail, please direct this to City of Hayward, Attn: Purchasing Division, 777 B Street, Hayward, CA 94541.

Department of Finance
Purchasing Division
777 B Street • Hayward • CA • 94541-5007
Tel: 510-583-4800 • Fax: 510-583-3600 • Website: www.hayward-ca.gov

CITY OF
HAYWARD
HEART OF THE BAY

To: Purchasing Department

From:

Print/Type Company Name	Print/Type Official Name and Title
Company Address	Signature of Company Official
City/State/Zip Code	Date

Please mark as appropriate in the spaces provided.

Will Comply: _____

Will NOT Comply: _____

Will comply _____, but require adjustment to the schedule of rates and charges incorporated in your Blanket Purchase Order(s).
(Note) Please forward a revised schedule of rates and charges as soon as possible.

Exempt: _____ (Please explain in comments section)

Comments:

_____

_____

_____

_____

Department of Finance
Purchasing Division
777 B Street • Hayward • CA • 94541-5007
Tel: 510-583-4800 • Fax: 510-583-3600 • Website: www.hayward-ca.gov