



CITY OF
HAYWARD
HEART OF THE BAY

RFP #1714-060517

Request for Proposal for:

**Commercial Off-the-Shelf Business Licensing
and
Tax Collection Software System**

Proposal must be received no later than:

July 11, 2017 @ 3:30 pm

Deliver proposal to the office of:

CITY OF HAYWARD
Attn: Purchasing Division/Maria Carrillo
777 B Street (3rd Floor)
Hayward, CA 94541

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EXHIBITS:

Exhibit A – City of Hayward Professional Services Agreement – EXAMPLE

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Exhibit D – Affirmation of Non-Nuclear Weapons Statement

SECTION 1 - INVITATION FOR PROPOSALS

NOTICE IS HEREBY given that the City of Hayward will accept sealed proposals for a replacement for a **Business Licensing and Tax Collection Software System** in accordance with the general provisions for purchase of work and services on file in the office of the Purchasing Department, 777 B Street, Hayward, CA 94541, where copies of said conditions and specifications may be inspected or obtained. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with RFP title, number, company name and due date.

Deliver proposals to the Purchasing Department at the address indicated above on or before Tuesday, July 11, 2017 @ 3:30 p.m. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time as late bids will not be accepted and will be returned unopened.

The City of Hayward Finance Department, Revenue Division is seeking an experienced and qualified vendor to provide a web-based, Commercial Off-the-Shelf (COTS) Business Licensing and Tax Collection Software System that satisfies the City's entire functional and technical requirement. A detailed description of the products and services required are contained in Section 3 Scope of Work.

Please submit your RFP response by **July 11, 2017** in the following format:

- a. Two (2) bound copies of the proposal on 8 ½ x 11 paper with section separators.
- b. Two (2) electronic copies on two (2) USB Flash Drive. The Requirements section of the RFP must be in Word format on the flash drive.

Proposals shall be submitted in a package marked "Proposal for City of Hayward – Business Licensing and Tax Collection Software System." Send or deliver copies to the following:

City of Hayward-Finance Department
Attn: Maria Carrillo, Purchasing Manager
777 B Street (3rd Floor)
Hayward, CA 94541

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Questions regarding this bid package should be direct to:

Maria Carrillo, Purchasing Manager
510.583.4802, Maria.Carrillo@Hayward-ca.gov

And copy to:

Michael Barnes, Management Analyst II
510.583.4630, Michael.Barnes@Hayward-ca.gov

COMMUNICATION REGARDING THIS RFP

All communication from prospective proposers regarding this RFP must be in writing via email to Maria.Carrillo@hayward-ca.gov. Communication by telephone or in person will not be accepted. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Hayward with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

LAST DAY FOR QUESTIONS

The last day to submit questions is **Tuesday, June 27, 2017 at 3:00 pm**. This will allow sufficient time for any addenda to be issued by the City to all bidders. All questions must be submitted in writing via email to Maria Carrillo, Purchasing Manager, at maria.carrillo@hayward-ca.gov.

SECTION 2 - BACKGROUND

BACKGROUND

The City of Hayward, California (the City) is located in Alameda County and is known as the “Heart of the Bay” because of its central and convenient location to San Francisco, Oakland, and San Jose. It is served by an extensive network of freeways and bus lines, two BART stations, an airport and an Amtrak station. Currently, it is estimated that there are 148,000 residents of the City of Hayward with the City growing by approximately three percent since 2000.

The City is governed by a City Council / City Manager form of government. The City Council is made up of six members plus a mayor that serves as the head of the City Council. The City Council appoints a City Manager to oversee the City’s twelve departments.

The City of Hayward’s current Business Licensing and Tax Collection Software System is not meeting the needs of the Revenue Division. The City of Hayward municipal code provides for the City to levy and collect business licensing fees, and the Revenue Division is responsible for administering the billing and collection of these fees. The City manages approximately 12,500 active business licenses per year, and the majority of these businesses report gross receipts on an annual basis.

While most businesses’ annual taxes are based upon gross receipts, The City does have many different tax bases (number of movie theatre seats, funeral services performed, number of delivery trucks, etc.), and it is expected that the new software can deal with all possible tax bases.

GENERAL INFORMATION

The City seeks to acquire a robust, easy to use, web-based, Commercial Off-The-Shelf (COTS) Business Licensing and Tax Collection Software System. The City is issuing this RFP to review and select a vendor to provide an automated, user-friendly system. The successful proposer shall furnish and install the Business

Licensing and Tax Collection Software. The proposed solution shall include all implementation and all conversion costs.

SECTION 3 - SCOPE OF WORK AND TIMELINE

SCOPE OF SERVICES

The City is requesting proposals to provide the Revenue Division of the Finance Department with software and professional services for the implementation of a Business Licensing and Tax Collection Software. The system shall be simple and intuitive to use, yet robust enough to handle the diversity of the Revenue Division’s Business Licensing and Tax Collection requirements. The system shall be streamlined, taking advantage of dropdown lists, autofill capabilities, and minimizing where possible multiple, separate data entry windows to simplify and speed the time required for staff to manage receipting, data entry, processing, billing, accounts receivable aging, code enforcement actions, collections and data reporting. The system shall be dynamic, whereby any update or modification made by an individual is instantly available to all users throughout the entirety of the system, including staff that may be accessing the system remotely from the field. For citizens and staff that will be using smartphones, the system shall be configured and optimized to meet mobile device requirements.

The City is seeking to benefit from advancements in technology that have greatly improved how these systems function. The ideal proposer shall have experience with implementing a Business Licensing and Tax Collection Management Software System for municipalities within the State of California. The City prefers to purchase from a vendor who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and on-going support. The City intends to purchase a Permitting system that includes the following specific modules and functional areas:

| Modules/Functionality – Explore |
|--|
| Business Licensing |

The City will choose a system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that permits interfacing to other internal and external systems.

The solution selected will be implemented using a phased approach as recommended by the selected Vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application’s best practices and the system’s ability to adapt to user preferences.

STAFFING AND PROJECT ORGANIZATION

The proposal provided shall discuss the staff who would be assigned to service the City’s account, their projected levels of work, and their reporting relationships.

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications and current job functions. Designate a principal of the firm who would

be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than one page long) for all key personnel. Please include length of time with company, dates and details of recent relevant experience.

2. If more than two (2) people will be assigned to the City, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

PRODUCT INFORMATION

Proposer shall provide at a minimum the following product information:

- Name and version number of the product being proposed.
- Product modules including any add-on or optional modules.
- History of product versions and releases in the past five (5) years.
- Describe product support options offered by your firm. Include days and hours of service, and problem escalation resolution procedures, response time guarantees and costs for different levels of support.
- Describe other support or information services offered by your company; including onsite support, internet support, web information page, user groups, email notifications and newsletters.

PROJECT IMPLEMENTATION PLAN

Provide a project implementation plan to include:

- Schedule including milestones, meetings, tasks (at a minimum include startup timeframes, software installation, configuration, data conversion/migration, acceptance testing/training, cut-over and post implementation support) responsibilities and duration in working days.
- Describe City responsibilities for implementation, staff classification, and number of hours or percent of time estimate for City staff.
- Describe Proposer's responsibilities for implementation.
- Describe process for tracking project status.
- Describe data conversion to the new system and data mapping and data clean-up approach.
- Describe training for all City users in preparation for Go-Live at the different levels; Technical Support, Super Users/Admins; End Users.
- Describe any on-going training or any on-line training.
- Describe any comprehensive testing conducted by city staff prior to go-live in support of the implementation and for final acceptance of all processes and interfaces.
- Describe on-site go-live implementation and Proposer support.
- Describe post go-live Proposer's support.

TIMELINE

The following defines the estimated timeline for the selection of a Vendor. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

| Activity | Dates |
|------------------------------------|-----------------------|
| Release of Request for Proposal | June 16, 2017 |
| Vendors Questions Submitted | June 27, 2017 |
| Vendors Questions – Answers Posted | July 5, 2017 |
| Proposals Due | July 11, 2017 |
| Selection of Finalists | Week of July 17, 2017 |
| Software Demos | By end of July 2017 |
| Due Diligence Review | August 2017 |
| Contract Negotiations | August 2017 |
| Award Contract | August 2017 |
| Implementation Start Date | September 2017 |

*Dates subject to change as determined appropriate by the City of Hayward

SECTION 4 - EVALUATION PROCEDURES AND CRITERIA

PROPOSAL EVALUATION

The City will review all proposals received as part of a structured evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best solution and implementation approach for the City's current and future system needs.

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may arrange interviews with the finalist prior to selection. The evaluation of proposals will be based on a fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to price alone. Technical merit will be the primary consideration in the selection process.

SELECTION CRITERIA

The following criteria will guide the selection process:

1. Proper submittal of ALL documentation as required by this proposal.
2. The greatest benefits to the City as it pertains to:
 - a. Related experience in the areas covered in the RFP.
 - b. Responsiveness of the proposal to the Scope of Work required.
 - c. Experience of the business and individual members of the business in accomplishing similar services.
 - d. Responses of the client references.
 - e. Ability and overall qualifications of professional personnel to be assigned to the City including reference checks, management techniques, achievements and financial stability. Qualifications and experience of the Project Manager; availability and qualifications of support staff.
 - f. Organization of proposal and completeness of request.
 - g. Management approach
 - h. Other information that may be required or secured.

If selected, the firm will be required to sign a professional services contract and provide evidence of insurance coverage.

The City reserves the right to select a vendor based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Vendors regarding the responses received. Therefore, responses should be submitted initially on the most favorable terms available to the City from a price, contractual terms and conditions, and technical standpoint. The City also reserves the right to conduct discussions with vendors who submit proposals. The City is not under any obligation to reveal to a vendor how a response was assessed or to provide information relative to the decision making process.

The City reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require, and to be the sole judge of the selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City. The City retains the right at its sole discretion to select a successful vendor.

NOTIFICATION

Based on the evaluation of the proposals, the City may select a Short List of vendors and invite them to participate in Pre-Demo Meetings and Software Demos. The selected Vendors will be notified in writing or e-mail by the date indicated in Section 3.

PRE-DEMO MEETING

The purpose of this meeting is to answer any questions about the Demo Script that will be provided by the City as well as any questions about the software demo process. This meeting will be scheduled after the Short List notification is made.

SOFTWARE DEMOS

The functional and technical product Demos will be presented to the City by the Short Listed Vendors according to a pre-defined script issued by the City. All Vendors must follow this script during their Demo process. The evaluation criteria for the Demo process will include adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors.

FOLLOW UP DEMO

The City may request a more extensive technical or functional Demo from vendors. This Demo will be scheduled on an as-needed basis for the Short Listed Vendors.

SITE VISITS

The City may conduct site visits to any or all of the Short-listed software Vendor's headquarters and/or references. These visits will be scheduled on an as-needed basis for the Short Listed Vendors.

SECTION 5 – VENDOR INSTRUCTIONS

Please submit your RFP response by July 11, 2017 in the following format:

- a. Two (2) bound copies and one (1) unbound copy of the proposal on 8 ½ x 11 paper with section separators, one marked "original."
- b. Two (2) electronic copies on two (2) USB Flash Drive. The Requirements section of the RFP must be in Word format on the flash drive.

Proposals shall be submitted in a packaged marked "Proposal for City of Hayward – Business Licensing and Tax Collection Software System."

Send or deliver copies to the following:

City of Hayward
Maria Carrillo-Purchasing Manager
777 B Street (3rd Floor)
Hayward, CA 94541

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

PRE-BIDDERS QUESTIONS

Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to Maria Carrillo (maria.carrillo@hayward-ca.gov) and copy to Michael Barnes (michael.barnes@hayward-ca.gov). The City will address all questions and post them to the City's website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

PROPOSAL RESPONSE FORMAT

In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to adhere to the specific response format set forth below. Responses that deviate from the requested format may be classified as "non-responsive" at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of direct response to all requirements and questions.

Proposals should be organized and include the following sections and content:

| Section | Description |
|-----------------------------|---|
| 1. Executive Summary | A letter of introduction signed by an authorized representative of the Firm that provides an executive summary of the Firm's experience relevant to the scope of work described in this RFP. Limit to 2 pages. |
| 2. Requirements | Completed Requirements document from Section 6 of this RFP. Complete as per the directions included in that document. Each Requirement must have a rating and a comment. |
| 3. Pricing | Indicate costs for software, implementation and maintenance. Pricing must be fully comprehensive, complete, including all taxes, and list any available discounts or CPI increases. Pricing must be valid for at least 180 days from response submission date. All one-time and recurring costs must be fully provided. Note: Additional pricing information can be supplied if it clarifies or provides relevant detail to your estimate. |

| Section | Description |
|--------------------------|---|
| 4. Implementation | <p>An overview of Proponent’s implementation methodology including but not limited to examples of or recommendations for the following:</p> <ul style="list-style-type: none"> a. MS Project Plan: including Phases, Tasks and Timeline. b. Implement using phases or all modules at one time. c. City Resources: Role, Responsibilities, Average Estimated Time per Month. d. Vendor Resources: Role, Responsibilities, Average Estimated Time per Month. e. Process Improvement: approach to process improvement through implementation. The City’s preference is to modify processes where necessary to leverage best practices offered by the software. f. Change Management: tools and methodology. g. Data Conversion: tools, methodology, experience with conversions from Tyler MUNIS, recommendation for data to be converted. h. Environments available (production, test, training, etc.) i. Testing: configuration, technical, user acceptance, etc. j. Training: approach, resources available, documentation provided. k. Integration: approach, tools, experience. l. Post Go-Live Implementation Support. |
| 5. Support | <p>Review support services offered and recommended including but not limited to:</p> <ul style="list-style-type: none"> a. System Administration – remote performance monitoring, tuning, loading of patches and version releases, etc. b. User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process c. Support for 3rd Party Partner applications d. System Enhancements – approach to user enhancement requests e. User Protection Plan - e.g. source code held in Escrow f. Hosting or Cloud Services g. Online Training / Library resources h. User Groups and Conferences i. System Back-up, Redundancy, Disaster Recovery Services |

| Section | Description |
|--------------------------------|---|
| 6. Technology Overview | <p>Provide an overview of the system technology and future strategic direction. Include the following in the overview:</p> <ul style="list-style-type: none"> a. Options for technical architecture, e.g. hosted, on-premises, Software-as-a-Service (SaaS), cloud-based, and the reason for this approach b. Hardware specifications for the proposed solution c. Mobile hardware and operating system specifications d. Support for Service-Oriented Architecture e. Remote access capabilities, supported technologies and portal and portal plans f. How your solution supports remote technologies and encryption (VPN, synchronization, etc.) g. Languages, structures or frameworks used e.g. .NET architecture, SQL, etc. h. If hosted or SaaS describe where data resides. What are the City's options to access or retain it in the long-term, and how does data backup and recovery occur? i. Explain the preferred approach for accessibility to legacy ERP data, e.g. conversion, migration, look-up tables, etc. j. Timing and frequency of software updates, e.g. scheduled release, automatic updates, etc. k. What is included in annual maintenance e.g. unlimited bug fixes, etc. l. Maintenance on enhancements or customizations. m. Define maintenance responsibilities – vendor and City for on-premises, SaaS, Hosted n. API's offered and languages supported. |
| 7. References | <p>Provide five public sector customer references that are similar in size and project scope to the City. Three references shall be current customers and two references shall be past customers.</p> |
| 8. Contract Performance | <p>Indicate if at any time during the past five years Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.</p> |
| 9. RFP Exceptions | <p>Specifically identify exceptions to this RFP.</p> |

| Section | Description |
|-------------------------------------|--|
| 10. City Contract Exceptions | Provide comments or concerns or changes requested in the City's Standard Contract: a. A "Sample Services Contract" (Exhibit D) is attached for review by the vendor. b. Any portions of the sample contracts not identified as concerns by the vendor in the proposal are considered to be acceptable by the vendor. |
| 11. Vendor Contract Samples | Provide Vendor contract templates including sample Statement of Work, Perpetual Software License, SaaS License Agreement, 3 rd Party Agreements, Maintenance, and Services Agreements, etc. for all applications and modules. |

SECTION 6 – REQUIREMENTS

FUNCTIONAL REQUIREMENTS

This section of the RFP contains detailed functional requirements for the system desired by the City. In responding to the requirements located within the spreadsheet, the following codes must be used. Please use the following rating system to evaluate each requirement and place one "X" under the appropriate response code column for each of the requirements.

| Response to Requirement | Code | Definition and Criteria |
|-------------------------|----------|--|
| Yes | Y | Functional capability exists. Requirement will be met either by "out-of-the-box" functionality or through the configuration of the existing function. Requirement is installed, operational at other sites, and can be demonstrated to the City. |
| No | N | Requirement will not be provided. |
| Customization | C | Requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code. Include the creation of a new report, query of workflow that does not exist within the current solution. |
| Modification | M | Requirement will be met through changes to the source code which would require analysis and re-application during updates, upgrades, or when applying software patches. |

| | | |
|---|----------|--|
| Supplied by Third Party | 3 | Requirement will be met by third-party software package and is included in this proposal. |
| Future | F | Requirement will be met by software solution that is currently under development, in Beta test, or not yet released. Note: In the Comments column, next to this response, indicate the date when requirement will be available for implementation. |
| Note: | | |
| 1. Any omitted response will be assumed to be the same as a response code of "N." 2. Any deviation from the response codes will be re-coded at the discretion of the City. | | |

All items in the below requirements matrix should be addressed in detail by the proposer to inform the City as to how the proposed business licensing and tax collection software shall fit its business needs. Proposers should feel free to expand columns of the matrix to best facilitate their responses. This matrix shall be included within any official response to this RFP.

| ID# | Requirements | One Response Per Requirement | | | | | | Comments | | |
|---|--|------------------------------|---|---|---|---|---|----------|--|--|
| | | Y | M | C | F | 3 | N | | | |
| Data entry fields - the system shall provide capability to capture and query reports on the following data entry fields related to the issuance of the business license, including but not limited to: | | | | | | | | | | |
| 1 | The system shall provide system-generated license account numbers in numerical order, and exception option to edit already created license # for the purpose to reuse a License # that was temporarily set-up) | | | | | | | | | |
| 2 | Application Date | | | | | | | | | |
| 3 | Transaction Date | | | | | | | | | |
| 4 | Legal Name | | | | | | | | | |
| 5 | DBA Name | | | | | | | | | |
| 6 | Date Business Began | | | | | | | | | |
| 7 | Date Business Closed | | | | | | | | | |
| 8 | Original License Issuance Date | | | | | | | | | |
| 9 | Business Address Location | | | | | | | | | |
| 10 | Mailing Address | | | | | | | | | |
| 11 | Billing Name and Address | | | | | | | | | |
| 12 | Type of Business | | | | | | | | | |
| 13 | SIC/NAICS | | | | | | | | | |
| 14 | TIN, SSN, FEIN, or DL | | | | | | | | | |

| | | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|--|
| 15 | Telephone Number | | | | | | | | | |
| 16 | Fax Number | | | | | | | | | |
| 17 | Email Addresses | | | | | | | | | |
| 18 | Website | | | | | | | | | |
| 19 | Parcel Number | | | | | | | | | |
| 20 | Owner Information | | | | | | | | | |
| 21 | The system shall interface with the State Contractor's License Board | | | | | | | | | |
| 22 | The system shall interface and verify massage certification | | | | | | | | | |
| 23 | The system shall provide autofill assisted typing features for street addresses, etc. | | | | | | | | | |
| 24 | The system shall have the ability to copy an existing record | | | | | | | | | |
| 25 | The system shall have the ability to record multiple comments concerning particular business licenses | | | | | | | | | |

Tax Rates and Fee Structures

| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
|-----|---|---|---|---|---|---|---|----------|--|--|
| 26 | Assign tax rates and fees as defined in local/state code | | | | | | | | | |
| 27 | Ability to auto expire tax exemptions after a specified period of time | | | | | | | | | |
| 28 | Allow for the user to change rate structure, including current and prior charges based on an as needed basis | | | | | | | | | |
| 29 | The system shall have the ability to calculate taxes for new business accounts where gross receipts collection begins prior to the application date | | | | | | | | | |
| 30 | The system shall have the ability to prorate license fees and calculate any taxes and penalties due based on date automatically | | | | | | | | | |

| | | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|--|
| 31 | The system shall provide the ability to correct data entry tax errors that result in an adjustment of either a credit or balance due | | | | | | | | | |
| 32 | Ability to add New taxes and fees as necessary, example SB1186, and make changes to tax rates if necessary | | | | | | | | | |
| 33 | The system shall have the ability to allow for authorized staff to waive certain penalties if approved | | | | | | | | | |
| 34 | The system shall have the ability to automatically prevent license issuance when account has a balance due | | | | | | | | | |
| 35 | The system shall have the ability to prevent license issuance when certain user-defined criteria, such as an expired massage certificate | | | | | | | | | |
| 36 | The system shall have the ability to compare tax periods when entering payment of any variances to detect an error in reporting | | | | | | | | | |
| 37 | Ability to automatically recalculate fees after update to customer data (such as business start date) | | | | | | | | | |
| 38 | The system shall provide the ability to track and credit for exemptions and adjustments (apportionment) and calculate the tax and the net gross | | | | | | | | | |
| 39 | The system shall provide the ability to calculate and apply other City-defined taxes, such as Transient Occupancy Tax (TOT) | | | | | | | | | |

| 40 | The system shall provide the ability to calculate and assess penalty/interest on business who is delinquent as required by local/state code based on the number of months overdue and create an electronic file, letter or bill automatically or ad-hoc | | | | | | | | | |
|-----------------------------------|---|----------|----------|----------|----------|----------|----------|-----------------|--|--|
| 41 | The system shall provide the ability to calculate delinquent taxes based on days overdue (30, 60, 90 and over) and create collection notices | | | | | | | | | |
| 42 | The system shall provide user-maintained table for calculating taxes based on business rules | | | | | | | | | |
| 43 | The system shall provide the ability to flag comments as needed for follow-up | | | | | | | | | |
| General Business Processes | | | | | | | | | | |
| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
| 44 | The system shall provide for an easy to use functionality for processing annual renewals by batch | | | | | | | | | |
| 45 | The system shall provide the ability to electronically "route" the application information to users whose input is required as required by Code and allow all to indicate approval or disapproval, date, and approver per user-defined criteria. (Example - Zoning and Fire approval) | | | | | | | | | |
| 46 | The system allows for a previously denied Business License to be re-reviewed and allow for an approval | | | | | | | | | |

| | | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|--|
| 47 | The system shall provide the ability to create canned comments to populate in the comment field | | | | | | | | | |
| 48 | The system shall be able to allow for voiding payments | | | | | | | | | |
| 49 | The system shall be able to impose a fee for Non-Sufficient Funds (NSF) with automatic notification letter sent to customer | | | | | | | | | |
| 50 | The system shall provide the ability to track payment transferred between accounts | | | | | | | | | |
| 51 | The system shall provide the ability to transfer a charge from one account to another account | | | | | | | | | |
| 52 | The system shall provide capability for staff to adjust charges per muni-code or staff authority | | | | | | | | | |
| 53 | The system shall provide unlimited amount of text space for the user to describe status of business license or other taxes | | | | | | | | | |
| 54 | The system shall provide the ability to automatically produce requested letters and labels upon demand | | | | | | | | | |
| 55 | The system will provide warning messages when user attempts to start a new business license application or permit for a parcel that already has a licensed issued and also when special conditions apply to that parcel | | | | | | | | | |
| 56 | The system shall have the ability to set specific criteria to disallow auto renewal process based on specified criteria, example massage therapists | | | | | | | | | |

| | | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|--|
| 57 | The system shall provide the ability to scan and attach documents to the business license account, such as applications, correspondence, gross receipt reports, admin citations, pictures, etc. | | | | | | | | | |
| 58 | The system shall have the ability to attach or link an email, excel, word or image or PDF document to an account including but not limited to applications, correspondence with intuitive search | | | | | | | | | |
| 59 | The system shall have the ability to truncate social security numbers to last four digits and only authorized staff have access to full number | | | | | | | | | |
| 60 | The system shall provide the ability to accommodate alphanumeric or numeric business license and certificate numbers | | | | | | | | | |
| 61 | The system shall offer the ability to make mass changes to accounts. For example: If rates change or zip code changes for a certain location or for a certain business type a mass change could be made | | | | | | | | | |
| 62 | The system shall provide ability to utilize an electronic cash drawer or terminal with cash drawer allowing one-time entry of cash receipt data, with update to print certificate automatically on demand, including account number | | | | | | | | | |

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| 63 | The system shall provide the ability to cash receipt mailed in payments by batch and allow for one time date entry when posting on-time mail. For example, when posting to each customer account we do not have populate the post mark date with each entry allowing us to minimize data entry errors | | | | | | | | | |
| 64 | The system shall allow viewing of all data to authorized persons only | | | | | | | | | |
| 65 | The system shall have security measures based on approval authority related to adjustments, voids, etc. | | | | | | | | | |
| 66 | The system shall provide security allowing only read/write ability for selected users and ability to filter or mask information for users with limited authority | | | | | | | | | |
| 67 | The system shall provide the ability to automatically post business license tax liabilities/payments to the general ledger | | | | | | | | | |
| 68 | The system shall provide the ability to "write-off" uncollectible delinquent taxes only as prescribed in code and generate corresponding reports, based on user-defined level of authority | | | | | | | | | |
| 69 | The system shall provide the ability to produce bills monthly, quarterly, semi-annually and annually automatically or ad-hoc | | | | | | | | | |

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| 70 | The system shall provide the ability to scan a bar-code to track renewal invoices and allow for more efficient data entry and payment processing | | | | | | | | | |
| 71 | The system shall provide the ability to calculate and assess penalty/interest on business who is delinquent as required by local/state code based on the number of months overdue and create an electronic file, letter or bill automatically or ad-hoc | | | | | | | | | |
| 72 | The system shall provide the ability to generate a bill for any underpayment and apply any applicable penalty when appropriate by batch or ad-hoc | | | | | | | | | |
| 73 | The system shall provide the ability to open multiple screens. For example - while working a customer account and you receive a phone call and assist another customer, you can open new customer screen and go back to the original customer to complete your task without opening a complete new session | | | | | | | | | |
| 74 | The system shall provide the ability to track overpayments and interface with accounts payable module to allow the processing of a refund check based on user-defined authorization level | | | | | | | | | |
| 75 | The system shall allow for approved extension of time and flag when extension has passed | | | | | | | | | |

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| 76 | The system shall be able to create a report if multiple businesses with the same name are at the same location exist, indicating duplicate licenses | | | | | | | | | |
| 77 | The system shall provide the capability for business licenses to be produced and mailed upon receipt of payment for said business licenses | | | | | | | | | |
| 78 | The system shall provide the ability to apply a payment to outstanding tax related to the payment, not based on a priority setting. For instance, if a BL customer wants to pay for June 2015 and still owes for March 2014, the system will allow this | | | | | | | | | |
| 79 | The system shall provide the ability to import data and cross reference data in the system in order to identify information being sought. For instance, use the current BL data and compare the data with the FTB file and cross reference data to locate unlicensed businesses | | | | | | | | | |
| 80 | The system shall provide ability to put the BL account into pending status that would prevent issuance of BL permits until conditions of approval have been met | | | | | | | | | |
| 81 | The system provides users with error, warning, or information messages based upon user defined parameters | | | | | | | | | |

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| 82 | They system shall have the ability to automatically determine whether a business is located with the City's jurisdiction and have the ability to add an address that is not located with the City's jurisdiction | | | | | | | | |
| 83 | The system shall have the ability to recognize geographical areas that assess special taxes, such as Downtown Business Improvement Area assessment | | | | | | | | |
| 84 | The system shall provide the ability to extract data in required electronic format, upload, and export data to an outside agency, such as the Franchise Tax Board or a collection agency | | | | | | | | |
| 85 | Allow customer to pay fees using multiple tender methods within one transaction such as credit/debit card, check, cash, money order, cashiers and travelers check either online or walk up payment | | | | | | | | |
| 86 | The system shall provide integration with Microsoft Office, to include Outlook, Word, and Excel | | | | | | | | |
| 87 | The system shall provide real time "at a glance" view of the customer outstanding quarters, penalties, payments made; balance due, to provide quick responses to customer inquiries | | | | | | | | |

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| 88 | The system shall provide the ability to search for business by name, social security, driver's license, business owner, partnership names, legal name, phone#, email address, physical business address and mailing address | | | | | | | | | |
| 89 | The system shall provide keyword search capability | | | | | | | | | |

The system shall track and audit all of the following:

| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
|-----|---|---|---|---|---|---|---|----------|--|--|
| 91 | Change of Use Types (e.g. "from" residential "to" business) or restaurant to hair salon | | | | | | | | | |
| 92 | Location Changes | | | | | | | | | |
| 93 | Address Changes | | | | | | | | | |
| 94 | Owner Changes | | | | | | | | | |
| 95 | Zoning Approval and Date | | | | | | | | | |
| 96 | Comments | | | | | | | | | |
| 97 | Gross Receipts, adjustments, payments, tender methods | | | | | | | | | |

Printing and Reports

| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
|-----|--|---|---|---|---|---|---|----------|--|--|
| 98 | The system shall support ad hoc report generation on all applications, accessible from all modules in a user-friendly environment on any data element contained within the module in any sequence chosen by the user | | | | | | | | | |
| 99 | The system will provide a user-friendly reporting tool to run reports based on amounts of gross receipts, delinquent quarter's outstanding reports, and any other user-defined needs | | | | | | | | | |

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|-----|---|--|--|--|--|--|--|--|--|--|
| 100 | The system shall be able to provide an aging report on demand | | | | | | | | | |
| 101 | Ability to have canned reports available to use by user | | | | | | | | | |
| 102 | The system shall be able to create daily Payment Reports by user-defined fields, such as Cashier and Reconciliation reports | | | | | | | | | |
| 103 | Ability to generate business license certificates, renewal notices, overdue notices, revocation notices and other user-defined (template) notices | | | | | | | | | |
| 104 | The system shall allow the generation of electronic billing files or data to allow the printing of bills, delinquent notices, licenses, and letters by a 3rd party or in-house. | | | | | | | | | |
| 105 | The system shall provide the ability to report exceptions list for business license applications/renewals missing information | | | | | | | | | |
| 106 | The system shall provide the ability to automatically generate letters to notify businesses/proprietors of incomplete business license information on new applications/renewals | | | | | | | | | |
| 107 | The system shall provide the ability to generate reports for inactive businesses (non- renewal) and their comments/reason code indicating why inactive (including "expired") | | | | | | | | | |

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| 108 | The system shall provide the ability to generate letters to businesses by type, category, or other user-defined field (e.g., all plumbers) | | | | | | | | | |
| 109 | The system shall provide a reconciliation report that identifies all outstanding balances for taxes, deposits, credits separately, by business license account holder for use in confirming the balance of the general ledger accounts that relate to business license activity | | | | | | | | | |
| 110 | Create daily, monthly reports on Counts for activity reports, such as active business license, number of renewals, number of new accounts and closed accounts, bills sent, delinquent accounts, citations issued, etc. | | | | | | | | | |
| 111 | The system shall provide the ability to produce a detailed delinquent taxes report based on days overdue (30, 60, 90 and over) | | | | | | | | | |
| 112 | The system shall provide the ability to create a detailed summary recap revenue report with the different types of fees with different account numbers and generate a daily summary of fees collected by account number | | | | | | | | | |
| 113 | The system shall create a deposit listing report for reconciliation and as a support document | | | | | | | | | |

| 114 | The system shall create a SB1186 report for reconciliation and support for State reporting | | | | | | | | | |
|--|--|---|---|---|---|---|---|----------|--|--|
| 115 | The system shall provide a Revenue Reconciliation Report reflecting user defined fields | | | | | | | | | |
| 116 | List all the ways and formats that data can be generated and stored to produce an export file to produce various reports | | | | | | | | | |
| Online Customer Self-Service Capabilities | | | | | | | | | | |
| The system shall provide the following self-service capabilities: | | | | | | | | | | |
| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
| 117 | The system shall allow for online application processing and routing through zoning and fire approval process | | | | | | | | | |
| 118 | The system shall allow for online renewals, automated tax calculations based on customers gross receipts input, automated penalties assessed based on input and secured online payment | | | | | | | | | |
| 119 | The system shall validate the inputted information, calculate the fees, and begin the approval process for issuance of the final permit electronically | | | | | | | | | |
| 120 | The system shall allow for online location changes and route through zoning and fire for approval process | | | | | | | | | |
| 121 | The system shall allow for online business type change and route through zoning and fire for approval process (example, business changing from a coffee shop to a restaurant) | | | | | | | | | |

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| 122 | The system shall provide ability for BL holders to have on-line ability to check status of business license, account balance and business license application | | | | | | | | | |
| 123 | The system shall provide the ability for BL holders to close their business license account with defined criteria such as fully paid, require a new forwarding address and must have final review and approval process by internal staff | | | | | | | | | |
| 124 | The system shall provide ability for the public to verify on-line if a business has the required business license by legal, DBA or trade name, license #, owners name or business address | | | | | | | | | |

Cash Receipt and General Ledger Posting

| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
|-----|--|---|---|---|---|---|---|----------|--|--|
| 125 | The system must contain an audit trail and interface with Tyler Cashiering, the cashiering POS system used by the City, and shall display account status, messages regarding ability to receive cash only, and full account balance information in real-time | | | | | | | | | |
| 126 | The system must be capable to import a lockbox file to post online payments to the customer's account and place customer in a pending payment status | | | | | | | | | |
| 127 | The system must contain an audit trail and shall interface with MUNIS, financial management system used by the city in real time or automated upload | | | | | | | | | |

| 128 | The system shall provide various Cash Receipt Reconciliation Reports to include date, user id, revenues posted, tender method in detail and summary | | | | | | | | | |
|--|--|---|---|---|---|---|---|----------|--|--|
| Cash Receipt and General Ledger Posting | | | | | | | | | | |
| ID# | Requirements | Y | M | C | F | 3 | N | Comments | | |
| 129 | The proposed solution (system) shall be based upon state-of-the-art technologies. This includes browser-based, server-side architectures, configurable, and operable on a range of industry-standard databases, operating systems, and programming platforms. Please describe. | | | | | | | | | |
| 130 | If system uses batch job scheduling including any third-party software, describe requirements | | | | | | | | | |
| 131 | The System has the capability of being hosted on remote servers with secured connectivity. Please describe. | | | | | | | | | |
| 132 | The Web-enabled portions of the application shall meet state-of-the-art standards for graphics and design and for speed, reliability, and security for dynamic content and user interaction | | | | | | | | | |
| 133 | If hosted solution, remote server shall be located in a secure location with 24/7 security. Please describe. | | | | | | | | | |
| 134 | Remote server location must have physical access controls. Please describe. | | | | | | | | | |
| 135 | Vendor must have disaster recovery plan. Please describe. | | | | | | | | | |

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| 136 | The system shall have the ability to provide audit trail for user updates and deletes; including user-id, date and time stamp. | | | | | | | | | |
| 137 | User shall be able to create new forms with only necessary fields | | | | | | | | | |
| 138 | Customized user-defined fields can be added to system. Please describe capability and limitations. | | | | | | | | | |
| 139 | System has role based user profiles for security measures | | | | | | | | | |
| 140 | Solution must have configurable session timeout for user and administrator roles | | | | | | | | | |
| 141 | The application must have features to protect customers from identity theft, including masking or encrypting any information required to comply with any ID theft governing statues for the State of California | | | | | | | | | |
| 142 | The Solution's web module/portal should offer the City the ability to maintain consistent visual and written standards and seamless connection to other City's webpages/sites | | | | | | | | | |
| 143 | Vendor must be able to handle the data migration from a Progress database. Describe your migration process. | | | | | | | | | |
| 144 | The Solution offers the capability of scheduling one-time and recurring queries and reports | | | | | | | | | |

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| 145 | The Solution offers the capability of providing access to extract data for internal purposes (reports and files) by internal authorized power users | | | | | | | | | |
| 146 | The vendor should have maintenance procedures in place for the operating system, hardware, and application upgrades | | | | | | | | | |
| 147 | Vendor provides 24/7 technical and customer service support for the Solution | | | | | | | | | |

SECTION 7 – TERMS AND CONDITIONS

CITY’S RIGHTS RESERVED

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. The lowest proposed cost, though a major consideration, will not be the sole criterion for recommending the contract award. The recommended selection of the evaluation committee is final and subject only to review and final approval by the Steering Committee and the City Council.

The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City’s best interest.

The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

The City reserves the right to request any supplementary information it deems necessary to evaluate proposer’s experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer.

The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified in writing by the City.

The City reserves the right to revise the RFP prior to the date that proposals are due. The City will communicate changes through addendum to this RFP. All registered proposers will be notified of revisions to the RFP. The City reserves the right to extend the date by which the proposals are due.

The City reserves the right to split the award from this RFP between multiple proposals when such split award is determined to be in the best interests of the City.

The City reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the City. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

If the successful proposer defaults, the City may award this RFP to the next best proposal and may recover the loss occasioned by the successful proposer against a surety bond, if any, or by suit against the successful proposer.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, are subject to public review.

PROTEST

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager within three (3) calendar days after the City notifies all proposers of its intent to award. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Questions or protests not furnished in writing as prescribed will not be accepted.

REJECTION OF PROPOSALS

The City reserves the right to accept or reject any and all proposals or any portion or combination thereof, or award on the basis of the total bid. The City of Hayward reserves the right to reject any and all proposals, or to waive any informality or non- substantial irregularity in any bid.

GOVERNING LAW AND VENUE

In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.

TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the city.

WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall secure the payment of compensation to his employees. Consultant hereby acknowledges the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The Consultant shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Consultant shall require the subcontractor similarly to provide Worker's 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 occurrences on the work.

PROOF OF CARRIAGE OF INSURANCE

The consultant shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the certificates shall not relieve the consultant of any of the insurance requirements, and shall not decrease the liability of the consultant. The City reserves the right to require the consultant to provide insurance policies for review by the City.

Consultant shall not commence work nor shall consultant allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Consultant shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.

LOSS OR DAMAGE

The Consultant shall take and assume all responsibility for the work. The Consultant shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property, and shall fully indemnify the City from and against the same.

The Consultant, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Consultant, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Consultant or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

INDEMNIFICATION

The consultant has the entire responsibility for any and all injury to the public and to individuals. The consultant expressly agrees to indemnify, defend and hold the City, its City Council, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of consultant's operation or performance under this Agreement.

NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the City fails to appropriate or allocate funds for future payments under the Agreement, City of Hayward will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriate or allocated and either party hereto may terminate the Agreement as provided.

TERMINATION

This Agreement may be terminated by City or Consultant at any time upon thirty (30) days written notice. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination, provided, however, that City may condition payment of such compensation upon delivery to the City by Consultant of any and all documents and materials prepared pursuant to this Agreement.

FAILURE TO PERFORM

The City of Hayward, upon written notice to the Consultant, may immediately terminate this Contract should the Consultant fail to perform properly any of its obligations hereunder. In the event of such termination, the City may proceed with the work in any reasonable manner it chooses. The cost to the City of completing the Consultant's performance shall be deducted from any sum due to the Consultant under this Contract, without prejudice to the City's rights to recover damages.

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.

PUBLIC RECORDS

All responses to this RFP will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

ATTORNEY'S FEES

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

END OF PROPOSAL

AGREEMENT BETWEEN THE CITY OF HAYWARD

AND _____ & _____

THIS AGREEMENT, dated for convenience this ____ day of _____, is by and between _____, ("Contractor") and the CITY OF HAYWARD, a public body of the State of California ("City");

RECITALS:

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such as defined in those specifications entitled Banking Services, dated (month) (date), 201X.

NOW, THEREFORE, Contractor and the City agree as follows:

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement, Contractor shall provide to City with _____ Services as described in the Specifications for _____ Services. Contractor shall provide said services at the time, place and in the manner specified therein

Compensation. City hereby agrees to pay Contractor: the prices and amounts set forth on the "Bid Form", as submitted by the Contractor in response to the City's Request for Proposal for _____ Service. This schedule of compensation shall remain in effect for the initial term of this agreement. If the term of this agreement is extended, the schedule of compensation may be amended upon mutual consent of the City and Contractor.

Effective Date and Term. The effective date of this agreement is _____, and it shall terminate no later than (month) (date), 201X.

Independent Contractor Status. It is expressly understood and agreed by both parties that 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. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee of the City.

Billings. Contractor shall submit invoices to the City describing its services and costs in the manner set forth in the Specifications for Banking Services. [Language in this section depends upon means of compensation specified in section (2) above]. For example, "Consultant shall submit monthly bills to the City describing its services and costs provided during the previous month. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant'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 Consultant's signature."

Advice and Status Reporting. Contractor shall provide the City with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.

Designation of Primary Provider of Services. This agreement contemplates the services of _____. The primary provider of the services called for by this agreement shall be _____, who shall not be replaced without the written consent of City's Purchasing Manager.

Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

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

Insurance. On or before beginning any of the services or work called for by any term of this agreement, 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. 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 Contractor shall be provided with limits not less than one million dollars. In the alternative, 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.** Contractor, at 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 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

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

- (i) 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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Consultant; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to 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 Consultant to comply with reporting provisions of the policy shall not affect coverage provided to 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 City at least thirty days prior to such change.
- (c) Professional Liability. Contractor, at 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 another claim made policy form with a retroactive date that precedes the date of this agreement, Consultant 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 City's City Attorney, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Contractor may condition approval of an increase in deductible or self-insured retention levels upon a requirement that 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.
- (f) In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, 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 Contractor to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until 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 City may have and is not the exclusive remedy for Contractor's failure to maintain insurance or secure appropriate endorsements.

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

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

Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph (c) above, and to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Contractor, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole negligence, active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of 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 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 Contractor, its employees, agents, or subcontractors by federal or state law, 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. Consultant 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. This agreement may be cancelled at any time by City for its convenience upon written notification to Contractor. In the event of termination, the Contractor shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Contractor's delivery to the City of any or all documents, materials provided to Contractor or prepared by or for Contractor or the City in connection with this agreement.

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

To Contractor:

To the City: City Manager
 Hayward City Hall
 777 B Street, 4th 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 Consultant 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 Contractor and City's City Manager and approved as to form by the 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, Contractor shall, without delay, deliver to 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 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, Contractor shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

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. Contractor warrants and covenants that the principal 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 principal provider of services is a " Contractor " for the purposes of the Fair Political Practices Act (Gov. Code§ 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; principal provider of services shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

Nuclear Free Hayward. Consultant 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 D and made a part hereof.

Copyright. Upon City's request, 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 Contractor or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by 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. Contractor agrees to diligently prosecute 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 ten pages excluding the exhibits described on its signature page. 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 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, Contractor has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

CONTRACTOR:

[Insert Name]

By: _____

Its: _____

Dated: _____

CITY OF HAYWARD

Recommended by:

DUSTIN CLAUSSEN
Finance Director

By: _____

KELLY McADOO
City Manager

Dated: _____

Approved as to form:

MICHAEL LAWSON
City Attorney

Attest: _____

MIRIAM LENS
City Clerk

Attachments:

- Exhibit B: General Provisions for Purchases of Work and Services (4 pages)
- Exhibit C: Non-discriminatory Employment Practices and Affirmative Action Certification Statement (3 pages)
- Exhibit D: Affirmation on Non-Involvement in Development of Production of Nuclear Weapons (one page)

CITY OF HAYWARD

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

Exhibit B

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 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 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)



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 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.

(REV. 11/5/92)



CITY OF HAYWARD

SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

Exhibit C

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 itself 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 judgement 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.



CITY OF
HAYWARD
HEART OF THE BAY

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 | () | Supplier of Goods | () |
| Subcontractor | () | Supplier of Services | () |
| Professional Services | () | | |



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