RFP # 2015-061820

Request for Proposals for:

ACCESS CONTROL SYSTEM
for the
City of Hayward

Proposals must be received no later than:

Friday, August 7, 2020 at 3:00 P.M., PST

PROPOSAL SUBMISSION AND DUE DATE
Sealed proposal(s) entitled “REQUEST FOR PROPOSAL TO PROVIDE CITYWIDE ACCESS CONTROL SYSTEM, AND RELATED EQUIPMENT FOR THE CITY OF HAYWARD” must be submitted and received at the following address by 3 p.m. Pacific Time on August 7, 2020. If proposals are not received by 3 p.m., Pacific Daylight Time, they will be rejected. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT. Proposals must be addressed and delivered to

Rita Perez, Acting Purchasing Manager
rita.perez@hayward-ca.gov
Purchasing Division
City Hall – City of Hayward
777 B Street – 3rd Floor, Hayward, CA. 94541
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Appendix A – Respondent Information Form

EXHIBITS:
Exhibit A – City of Hayward Professional Services Agreement – EXAMPLE
Exhibit B – General Provisions
Exhibit C – Non-Discriminatory and Affirmative Action Statement
Exhibit D – Affirmation of Non-Nuclear Weapons Statement
SECTION 1 - INVITATION FOR PROPOSAL

INTRODUCTION

NOTICE IS HERE BY given that the City of Hayward will accept proposals for services related to Access Control 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 electronic format and clearly identified with RFP title, number, company name and due date.

Proposals must be submitted in accordance with the instructions contained in this RFP or they will be rejected.

PROPOSAL SUBMISSION AND DUE DATE
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Purchasing Division
City Hall – City of Hayward
777 B Street – 3rd Floor, Hayward, CA. 94541

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

COMMUNICATION REGARDING THIS RFP

All communication from responding vendors regarding this RFP must be in writing by email to rita.perez@hayward-ca.gov and copy to project-accesscontrol@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.
INQUIRIES

All inquiries related to this RFP are to be directed, in writing by email rita.perez@hayward-ca.gov and copy to project-accesscontrol@hayward-ca.gov. Information obtained from any other source is not official and should not be relied upon. All inquiries related to the RFP process will be shared in writing with all perspective consultants.

LAST DAY FOR QUESTIONS

The last day to submit questions is Tuesday, July 21, 2020 at 5:00 pm. This will allow sufficient time for any addenda to be issued by the City to all bidders. All questions regarding this bid package must be submitted in writing via email and should be directed to:

Rita Perez, Acting Purchasing Manager
rita.perez@hayward-ca.gov

and copy to:

Sandi Wong, IT Solutions Analyst II/ PM and Liz Sanchez, Management Analyst II
project-accesscontrol@hayward-ca.gov.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the information and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid.

CLOSING DATE

Complete copy of each response must be received before 3:30 p.m. on Friday, August 7, 2020 at the address on the front cover of this RFP. Responses must not be sent by facsimile. Responses and their envelopes should be clearly marked with the name and address of the respondent and the project or program title. Late or incomplete submissions will not be accepted for consideration.
SECTION 2 - BACKGROUND

CITY 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 and has two BART stations and an Amtrak station. Currently, it is estimated that there are 158,937 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.

<table>
<thead>
<tr>
<th>Background Summary</th>
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<tbody>
<tr>
<td>Population</td>
<td>158,937</td>
</tr>
<tr>
<td>Number of Employees</td>
<td>790.45</td>
</tr>
<tr>
<td>Annual City Operating Budget</td>
<td>$239,923 M</td>
</tr>
<tr>
<td>(including General Fund)</td>
<td></td>
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<tr>
<td>Annual General Fund Budget</td>
<td>$123,524 M</td>
</tr>
<tr>
<td>Annual City Capital Budget</td>
<td>$106 M</td>
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<tr>
<td>Fiscal Year</td>
<td>July 1 – June 30</td>
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<tr>
<td>Number of Departments</td>
<td>14</td>
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<tr>
<td>Governance Structure</td>
<td>City Council / City Manager</td>
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<tr>
<td>Utility Customers</td>
<td>34,000</td>
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<tr>
<td>MOUs</td>
<td>7</td>
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<tr>
<td>Housing Units</td>
<td>48,000</td>
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Additional information regarding the City of Hayward may be obtained at:
http://www.hayward-ca.gov/about.shtm

PURPOSE FOR REQUEST/PROJECT OVERVIEW

Currently the city utilizes multiple building access control systems at multiple locations that do not talk to each other. City of Hayward is requesting proposals and intends to award one contract to a vendor who will be tasked with procuring, designing, installing and configuring a single complete network access control system (“ACS”) for all existing city facilities specified herein. The purpose of this request for proposal is to provide the city with the materials, labor, and software to complete that task. The solution proposed must include the ability to support up to 1200 active individual employee ID cards with photo to allow access to be controlled from multiple locations, at any one time. The proposal should also list the software/hardware required to allow the City to produce, program and issue additional cards for new employees or to replace lost/damaged cards on-site once the initial location(s) are complete.
The project will be completed utilizing a phased approach by location starting with City Hall/Parking Garage, followed by the Hayward Police Department locations etc. Using our phased methodology, The City of Hayward (hereafter referred to as “the City”) provides municipal services to a current population of approximately 158,937. The services are provided through a number of municipal buildings, including City Hall, libraries, a Police Station and substations, City Corporation Yard, Airport, fire stations and the Wastewater Treatment Plant, proposals should be itemized by location to clearly delineate individualized cost and scope. We are looking for an ACS) that will cause the least interference with user behavior yet provide the security controls the City requires. Currently, there are multiple control systems in the city that are outdated and using technology no longer supported by industry. The city currently uses Axis cameras and Milestones Systems XProtect software. Ideally, a new access control system would use software that integrates with Milestones Systems XProtect, to provide a “single dashboard” for our security system. Ideally it would also integrate with Azure Active Directory and has the ability to allow access through mobile phones, integrate with an Intrusion Alarm System, Fire Alarm Systems, a Panic Button system and Windows Hello for Business /FIDO2 for a password-less experience.

**INTENT**

It is the intent of the City to request independent competitive proposals to replace the existing ACS and expand the system to additional City-owned buildings as detailed in the Scope of Work (Exhibit A).

In accordance with the instructions and specifications contained within this Request for Proposal (RFP), the selected Proposer will furnish equipment and systems administrator training for a lump sum purchase price, with lease/purchase options as outlined herein. The City is seeking an Access Control System that will provide the most cost effective, technologically advanced solution.

The Access Control System must accommodate the current and future requirements of all the City operations. Additionally, the new Access Control System must provide the City personnel and operations with an advanced system that is 99.9999% reliable.

A select team of City staff will evaluate all proposals submitted. A group of up to five proposals will be selected for further review and analysis. The vendors selected will be scheduled to interview/demo before a City staff panel at City Hall. Proposers will have 60 minutes to preview their systems and demonstrate those aspects of their products that they believe will be most beneficial to the City. The panel will have 60 minutes to ask questions based on the proposals.

The intent is to award a contract after review of the presentations. However, the City reserves the right to narrow the group of possible vendors and continue the selection process by requesting further information or a more detailed presentation. The City may elect to reject all bids and initiate a new request for proposal. The intent of this RFP is to have an open and unbiased process that will facilitate the procurement of the Access Control System. If any Proposer feels the requirements contained herein are not fair, equitable, and open they should document their concerns and forward them to:

City of Hayward  
Attn: Sandi Wong, IT Solutions Analyst II/ PM and Liz Sanchez, Management Analyst II  
777 B Street, Hayward, CA 94541  
project-accesscontrol@hayward-ca.gov
PROCESS OVERVIEW

Proposers are requested to submit “turn-key” proposals for Citywide Building Access Systems. The successful proposal will include all materials, licenses (as required) and labor to install all aspects of the system as detailed in the scope of work.

SECTION 3 - REQUIREMENTS AND SCOPE OF WORK

RFP TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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</thead>
<tbody>
<tr>
<td>June 18, 2020</td>
<td>Distribute RFP document to Proposers</td>
</tr>
<tr>
<td>July 14, 2020</td>
<td>Mandatory Pre-Bidder Mtg. &amp; Virtual Site Walk. COVID 19 Alameda County Health Department guidelines will be followed. <em>Optional</em> Proposers wanting a site walk will be required to go through a local criminal history check Due to Covid-19 we are requesting no more than 2 representatives per company.</td>
</tr>
<tr>
<td>July 21, 2020</td>
<td>Written Questions Due</td>
</tr>
<tr>
<td>July 28, 2020</td>
<td>Responses Due to Proposers</td>
</tr>
<tr>
<td>August 7, 2020</td>
<td>Proposals Due to the City</td>
</tr>
<tr>
<td>August 17, 2020</td>
<td>1-hour Interviews &amp; 1-hour Demos</td>
</tr>
<tr>
<td>August 28, 2020</td>
<td>Proposal Notice of Intent to Award Announced</td>
</tr>
</tbody>
</table>

The City reserves the right to modify these timelines and schedules at any time for any reason.

FORM AND CONTENT OF PROPOSALS

Proposals must be submitted in accordance with the instructions contained in this RFP or they will be rejected.

PROPOSAL SUBMISSION AND DUE DATE

Sealed proposal(s) entitled “REQUEST FOR PROPOSAL TO PROVIDE CITYWIDE ACCESS CONTROL SYSTEM, AND RELATED EQUIPMENT FOR THE CITY OF HAYWARD” must be submitted and received at the following address by 3 p.m. Pacific Time on August 7, 2020. If proposals are not received by 3 p.m., Pacific Daylight Time, they will be rejected. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT. Proposals must be addressed and delivered to

City of Hayward
Purchasing Division
777 B Street – 3rd Floor
Hayward, CA. 94541
MANDATORY PRE-BID MEETING

Because of the nature of work involved, and to allow proposers to view the area and gain further understanding of the project. All prospective bidders shall attend a mandatory pre-bid meeting on Tuesday, July 14, 2020, at 9:00 a.m., in the Council Chambers located on the 2nd floor of City Hall. City Hall is located at 777 B Street, Hayward, California.

COVID-19 Alameda County Health Department guidelines will be followed. A virtual site walk of the police department will be provided at the Pre-Bid Meeting. *Optional* Proposers wanting a non-virtual site walk will be required to go through a local criminal history check. Due to Covid-19 we are requesting no more than two representatives per company.

All Proposers, or their representative, who want to submit a proposal for the project MUST attend this mandatory pre-proposal conference. **PLEASE NOTE THAT THE ENTIRE MANDATORY PRE-PROPOSAL CONFERENCE MAY BE VIDEO TAPE**. **THE VIDEO TAPE WILL BE THE SOLE PROPERTY OF THE City**. A virtual site walk through will be scheduled as part of this mandatory pre-proposal conference.

*Optional* Proposers wanting a site walk will be required to go through a local criminal history check. Due to Covid-19 we are requesting no more than two representatives per company. Please schedule a site walk by sending an email to project-accesscontrol@hayward-ca.gov.

Proposers will take steps to reasonably ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to attend the Mandatory Pre-Proposal Conference will disqualify firms from participating further in the bidding process. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless expressly stated in the contract. The City reserves the right to provide digital images of all system arrangements at the City facilities in lieu of providing a physical inspection of facilities by Proposers.

Submitted proposals will only be accepted from bidders who have attended and properly registered at the above scheduled pre-bid meeting. A proposal received from a bidder who has not attended and properly registered at the pre-bid meeting will be considered non-responsive.

Attendance at the pre-bid meeting will not meet requirement of proper registration unless the individual attending has registered in accordance with the following:

1) The attendee has signed the official roster with their name and position title, and the name and address of the company they represent.

The attendee is an officer or permanent employee of the company they are representing.

The City reserves the right to let multiple contracts associated with the services called for by this RFP and Proposer shall afford any such other Proposers reasonable opportunity for the installation and execution of their work and must properly connect and coordinate its work as required.
OTHER CONSIDERATIONS AND CONDITIONS

• By submitting a response to this RFP, you are agreeing to the Terms and Conditions, as set forth in Section 6. These Terms and Conditions are mandatory and will be incorporated into any resulting Contract. The City may substitute any or all of the Terms and Conditions in Section 6 with part or all of the City’s General Purchasing Agreement verbiage. If you include any supplemental information relating to these Terms and Conditions on a form you provide, any terms and conditions imprinted on that form are understood not to apply.

• The City does not by virtue of its requesting a proposal from a Proposer consider that Proposer to be pre-qualified. Proposer’s past performance for similar institutions and financial qualifications will be considered to determine if a Proposer is qualified to carry out the scope of goods and/or services. Qualifications will be evaluated based on the information the Proposer submits in response to this RFP.

• The City reserves the right to cancel this solicitation at any time before an Agreement has been executed and approved, in which event all proposals received in response to this RFP will be rejected.

• The City reserves the right to make multiple awards, including acceptance or rejection of proposals, on each item separately by category or, and to waive any irregularities in a quotation received as a result of this RFP. Minor deviations may be considered, provided the proposal fully meets the objective of this RFP. The City does not guarantee that a Contract will ensue as a result of this RFP. The City reserves the right to re-solicit for these goods and/or services.

• No oral or written statements made by any City personnel, or representatives of the City, shall be considered addenda to this RFP unless the statement is contained in a written document from the City and identified as a written addendum to this RFP.

• Any information given a prospective Contractor concerning this RFP will be furnished promptly to all other prospective Contractor by an addendum to the RFP if: (1) such information is necessary for Contractors to submit proposals or (2) the lack of such information would be prejudicial to uninformed Contractors. The information will be furnished even though a pre-proposal conference is held. The specific exception will be any questions pertaining to what may or may not be considered within the public right of way or City-owned.

• To warrant consideration for a Contract award, Proposer must successfully pass experience reference checks. Reference checks will be conducted only on Proposers that appear to meet the RFP requirements. Proposer’s experience is an important criterion in the selection process. The City will contact individuals furnished by the Proposers as well as any others as the City sees fit. The City is not limited to specific contacts at any reference, or any specific references.

• Selection may be made without further discussion or negotiation; therefore, proposal pricing must be submitted on the most favorable terms. Proposals must demonstrate an understanding of the scope.
of required goods and services and the ability to accomplish the tasks set forth and must include information that will enable the City to determine the Proposer’s overall qualifications. The City reserves the right to request additional information, clarification, or formal presentations on any matter included in the quotation.

- At the City’s sole discretion, oral presentations may be required during the quotation evaluation process at the City or Proposer’s facility. Finalists in the competitive range will be selected on the basis of their proposals, which will be evaluated according to the criteria outlined above. Specific guidelines will be provided prior to a presentation if required by the City.

- Addenda to this RFP may be issued for the purposes of clarification, to provide additional information, or requirements. Please acknowledge receipt of e-mailed addenda, if any, via return email acknowledgement. Acknowledgement is also required in the spaces provided on the signature page in Appendix A of this RFP document.

- Presentations are required of actual equipment and other ancillary items to judge fit, finish, and quality of the equipment.

- LATE PROPOSALS, MODIFICATIONS OF PROPOSALS OR WITHDRAWAL OF PROPOSALS

- Any proposal or modification of proposal received by Purchasing after the stated deadline for submission will not be considered.

- A proposal may be withdrawn in person by a Contractor or authorized representative, provided identity is made known and signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline set for receipt of proposals.

- PROPOSAL POSTPONEMENT AND ADDENDUM - The City reserves the right to revise or amend the RFP and specifications up to the time set for opening the proposals.

- POSTPONEMENT OF PROPOSAL OPENING – Notwithstanding the time for opening of proposals established in the proposal documents, an addendum postponing the proposal opening may be issued when it is in the best interests of the City.
**PROJECT SCOPE & DELIVERABLES**

The City of Hayward (the City) is seeking to replace the multiple access control system (ACS) in the city that are outdated with one ACS capable of managing all THE CITY sites. We are looking for an Access Control System (ACS) that will cause the least interference with user behavior yet provide the security controls the City requires. the City expects a recommendation for an Access Control System (ACS) that is specific to location/building/room function, facility and door type. Any recommended system components should provide the City with maximum flexibility for expansion now and in the future. The components should be upgrade-able and swappable without requiring mass replacement for all components or fragmented system control. The system should be open protocol. Cards or other keying devices should offer maximum flexibility, ease of use and access management for users and system administrators. Electronic door locking components (such as card readers) should be durable, exchangeable without causing system fragmentation, failures partial or otherwise, and agnostic to other system components such as cards, fobs, program software and key-ways. Once in place, the system should provide the City administrators with multi-platform access management that provides system status, door status, simple access programming capabilities, remote programming, scheduling, locking and unlocking, and detailed reports. The ACS must accommodate the current and future requirements of all the City operations. Additionally, the new Access Control System must provide the City personnel and operations with an advanced system that is 99.9999% reliable and should be cloud hosted.

**PROJECT OBJECTIVES**

The ACS should allow departments to manage their own accessibility. The hardware platform must be capable of connecting and managing remote electronic access readers at the various THE CITY Department properties. Access authorization should be managed and controlled remotely through any THE CITY network via login by designated user administrator responsible for their respective controlled building locations. Administration feature should allow the administrator to create security groups, enroll users as individual or members of security groups and grant/revoke access accordingly.

The ACS reader should activate on contact with FOB or keycard. Additional functionality and capability, such as smartphone app, non-touch proximity technology, facial recognition, where THE CITY policy allows, is desirable but not required, since not all ACS locations have video nor require video surveillance. Smart proximity cards that serve as photo identification cards with FIDO2 technology is desirable to allow for password-less computer logins.

Conduct a review of the current Milestone camera system installation to determine the cost associated with ACS integration. Conduct cost/benefit analysis to add facial recognition software to be incorporated with the current Milestone security camera system. Locate electronic proximity readers and system software that will adhere to the city’s security standards and that will operate with the security camera system installed. Load and configure operating software for the ACS information and personnel authorized building access information into the servers, to include current photos.
The ACS option to be able to interface with an intrusion alarm system, restrictions, etc. fire alarm systems, panic button system, Windows Hello password-less login is highly desirable.

Conduct cost/benefit analyst to add ability to computer logon capabilities

Once the system is up, configure the parameters for the system will need to be set, such as: authorized users, hours that all users will be allowed and not allowed to gain access to city buildings, to include daily and weekly logs of the events and users. Have a device / ID cards made to be used with electronic proximity reader for all staff and authorized personnel. Access points should be controlled using multiple authentication methods at least one of which must include an access card.

**SCOPE OF SERVICES SUMMARY**

The specifications include the following requirements and descriptions:

- Proposers will be responsible for providing specific functionality for specific parts of the project.
- Proposers must provide all materials, hardware, software, fabrication, installation, programming and testing in conformity with manufacturer’s documentation, specifications contained herein, and appliable codes and authorities having jurisdiction for the implementation of a complete Access Control System (ACS) for the project, whether or not the materials are listed in this RFP.
- A complete ACS is defined as all card readers, access cards, controllers, and specific access control panels, power supplies, etc., as well as all cabling/wiring, needed to achieve a complete and functional system. This document may not show or list every item to be provided. When an item is not shown or listed and it is clearly necessary for proper installation and operation of the equipment and systems, Vendor shall provide, install, test and certify the item at no increase to contract price.
- The proposer shall be fully certified by software vendor to sell, install and maintain in California all system components required.
- The proposer shall have at least five (5) years of experience in designing, selling, installing, and maintaining the proposed access control systems.
- The proposer shall possess all applicable contractor licenses.
- The proposer shall provide all software licenses for the ACS.
- The proposer shall provide all software, hardware, and system programming for integration with the new ACS equipment.
• The proposer shall provide all hardware and system programming for connection of the new ACS to the City network(s).

• The proposer shall provide, installation, testing, adjustment, and initial programming necessary for all equipment.

• The proposer shall provide written documentation and specific instructions for system as installed.

• The proposer shall be responsible for fully implementing the functions described in this document.

• The proposer shall provide training to the City in the operation, adjustment, servicing, and repair of this ACS.

• Proposer shall be responsible for communicating and field coordinating conduit and power requirements for security devices directly with electrical contractor when necessary to complete installation.

• The access credentials will be validated at the Proximity/SmartCard card readers at the access-controlled door locations. The perimeter doors will be locked during regular hours and holidays and controlled by credentials and schedules for off hour’s access. With the exception being the main entrance and emergency services entrance, as those doors will be open to the public during business hours. In case of emergency the access-controlled doors should be able to be locked down.

• The proposer shall be responsive to THE CITY during the construction phases to coordinate the implementation and testing of the ACS as outlined herein this document, and not cause undue burden or hinderance to the delay of the construction phases.

• Where work described in this RFP is in general terms, not in complete detail, it is understood that the best practices shall be followed and only materials and workmanship of the best quality will be used. Any work, material or equipment that may be reasonably inferred from this RFP as being required to produce the intended result must be supplied, whether specifically called for.

• When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.

• The quantities listed throughout this RFP are estimates only and must be used as the basis for the Proposers proposal response. The actual quantities may vary. Changes to the quantities listed will be accommodated using the unit prices required in Section 13.
Where the words "shall" or "must" are used, it signifies a required minimum function or capacity which, if not satisfied in the proposal, will result in disqualification, reduced points in the final evaluation, or rejection.

Where the words "should", "may" or "is desirable" are used, it signifies desirable but not mandatory functions or capacities. Proposers who can provide feature functionality, or system capacities equal to or better than those required will be evaluated more favorably than those who cannot.

**GENERAL ATTRIBUTES:**

The following is a list of attributes or functions that the City desires to be part of the selected system. The City understands that some attributes requested MAY be functionally replaced with new technologies. Proposals that provide an alternative approach to an attribute listed must include a specific statement that City-requested attribute “Y” is replaced with “X” due to “X” ability to perform “W” and detail the reason.

- **Access Device** – Current technology used is touch card readers. Proposed device should be easy to replicate as changes are required and new users added. Ease of use is also important. Consideration may be made to re-use existing infrastructure (Card Readers, wiring, door devices etc.) at those locations that are currently serviced.
- **Timers** – Some exterior doors that allow public access must have the ability to be scheduled for periods of open vs. secure.
- **Individual Accessibility Restrictions** – System must allow for individual accessibility restrictions for each access point as well as by each user.
- **Assignment of Administrative Authority** – Each building location has a building manager (BM) assigned. Each BM will need to be able to access the system in order to make changes to timers and accessibility restrictions.
- **Access Logs** – System should log each activation of an access point. Log should include date/time of activation and user information (ID # and Name).
- **Remote Activation** – Access should be available from mobile device/ desktop
- **Additional Security Measures at access points in the Police Department:**
  - There are seven locations where card readers need to be replaced
- **Power Outage** – Access points should fail to lock position during power outages. Doors must open from secure side.
ADDITIONAL ALTERNATIVES:

The following items are not required. Proposals are not required to include them, and they may not be selected by the City if offered in the winning proposal.

- Intrusion Alarm Interface – Some buildings currently have intrusion alarm systems. The city is interested in replacing current outdated alarm systems and would be interested in possibly including Intrusion Alarm options if proposing contractor has products. Assumption is made that alarm monitoring would be a third-party provider to be solicited separately by the city.

- Fire Alarm Interface – Some buildings currently have fire alarm systems. The city is interested in replacing current outdated alarm systems and would be interested in possibly including Fire Alarm options if proposing contractor has products. Assumption is made that alarm monitoring would be a third-party provider to be solicited separately by the city.

- Panic Device – In some locations, there is a public interface at counters etc. The City would be interested in seeing proposals for devices that may integrate into the selected system that would allow for a panic option (Button or other device) that may be used in an emergency to activate (secure) doors. The City would also be interested in technology that allows for the panic device to integrate into an e-mail notification or other medium that could activate 9-1-1.

  - At the police station there are currently seven (7) panic buttons that will activate inter-com and provide notifications. Locations of existing buttons are shown on the attached building drawings.

  - City Hall Panic – there is a strong interest in installing some form of panic system. There is no police presence in the building therefore a good system should notify the staff throughout City Hall so that staff can proceed accordingly, possibly via some form of software.

1. **CITY HALL**: Hayward City Hall is located at 777 B Street. Original facility was built in 1997. The building is a four-story structure approximately 104,100 square feet. This building has outdated intrusion and fire alarm systems. Panic Button option would be highly desirable.

2. **POLICE STATION**: Hayward Police Station is located at 300 W Winton Avenue built in 1975. There are 2 floors above ground. Total square footage of above ground building is approximately 41,128 square feet. The fire alarm system was installed in 2011. This facility operates 24 hours per day, 365 days per year.

3. **POLICE NORTH SUBSTATION**: located at 22701 Main Street built in 1926. Total square footage is 8,500.

4. **POLICE/ANIMAL SHELTER**: located at 16 Barnes Court #1 built in 1969. Total square footage is 20,30
5. **POLICE SUB-STATION/CRIME LAB:** located at 24505 Soto Rd built in 1976. Total square footage is 1,500

**PROJECT SUMMARY OF TOTALS**

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<tr>
<th></th>
<th>EXISTING EXTERIOR</th>
<th>EXISTING INTERIOR</th>
<th>NEW EXTERIOR</th>
<th>NEW INTERIOR</th>
<th>EXISTING GATE ACCESS</th>
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**TECHNICAL PROPOSAL CONTENT**

Basic System Information – An overview of the capabilities of the proposed building access operating system. Information shall include, but is not limited to:

- the City anticipates approximately 56 access-controlled doors. The door access control equipment should be reused whenever possible.
- The client workstation (or portable laptop) shall be used by the proposer to program all necessary information into the ACS for this project, including but not limited to, ACS programming and site-specific user information.
- The proposer shall perform all necessary tests of system operations and shall monitor systems activity and functionality during the installation. Documentation of tests shall be provided to the City.
- The network appliance shall be capable of running on an existing TCP/IP network and shall be accessible, configurable and manageable from any network connected PC with a browser. Browser access for configuration and administration of the system shall be possible from a PC on the same subnet, through routers and gateways from other subnets, and from the Internet. Control and management of the system shall therefore be geographically independent.
• Security of the data communicated over the network to and from the browser, network controller and nodes shall be protected by an encryption (SSL 128 bit) and authentication (SHA-1).

• Commercial Name of system and where the product is manufactured

• Where the system software is located (hosted, client server, cloud, web, etc)

• Access control features shall include:
  o Multiple access levels and cards per personnel
  o 128-bit card support /FIDO2
  o Detailed time specifications
  o Multiple card formats for mixed card population/ mobile device authentication
  o Activation/expiration date/time by person with one-minute resolution
  o Access level disable for immediate lock-down
  o Multiple holiday schedules
  o Timed unlock schedules
  o Scheduled actions for arming inputs, activating outputs, locking and unlocking portals
  o Card enrollment reader support
  o Photo ID creation support
  o Counted-use access controlled
  o One central lock-down switch that kills all power supplies for door actuators/levers/electric strikes (thus, securing all ACS doors)
  o Function on battery back-up should the building lose power
  o Provide a two-factor authentication option at the main entrances

• Software should be compatible with Microsoft Windows operating environments running Windows 10 and be intuitive to feel familiar to any Windows user, Axis cameras and Milestones Systems XProtect software

• There should be no restrictions on the number of operators having access and can be installed on a unlimited number of PC’s without additional cost

• There should be an unlimited number of people who can administer the system with varied levels of security.

• The system should allow for viewing events in real-time as well as reviewing historical events

• The system should provide for pre-defined reporting as well as the ability to design custom reports as needed

• The software should allow for the operating of individual doors or pre-defined groups of doors from the administrator’s workstation.

• The software should allow defining time-periods (days/hours) when access can either be
- Access permissions should be able to be altered (upgraded or downgraded) for set periods of time.

- The system should allow for the definition of Access Areas whereby multiple doors can be grouped into single access-controlled areas.

- In the event of an emergency, the system should allow for only specific security personnel free access throughout the physical locations.

- The system should allow for the definition of “Normal” hours whereby the doors would automatically be open for predefined times for predefined days.

- **Software information**
  - Platform, compatibilities, required host equipment if any to be supplied by the City
  - User Features such as administrator access controls
  - Licensing Requirements if any
  - Software upgrades should be free of charge allowing benefits of new functionality and features
  - Integration with Azure Active Directory through SAML

- **Security database features shall include:**
  - Record recall by ID tag, name or card
  - SQL capability and ODBC compliance
  - Optional storage and recall of ID photos and personal/emergency database
  - An API for adding to, deleting from and modifying the database
  - Storage of system user passwords and permissions
  - System user permissions to grant whole or partial access to system resources, and personal data
  - Predefined reports on system configuration, system activity history, and people
  - English-based query language for instant custom reports
  - Customer Report writer interface that allows the interactive creation of customer reports. Reports may be saved for later reuse. No third-party software as Crystal Reports shall be necessary.
  - Period archive creation for historical custom reporting and improved on-board database performance

- **Access Control Panels**
  - Access Control Panels (ACP) shall support all of the devices on the design drawings. Standard ACPs shall consist of the following components:
    - Access Control blade
    - Input blade
- **Output blade**
  - The ACPs shall monitor, power, or control, card readers, door position contacts, door strikes, and/or locks and other devices as shown on design drawings.
  - The ACPs shall read data encoded on cards and communicate with the Main Controller and Central Processing unit to determine if entry is authorized.
  - Authorized opening of any door from a workstation.
  - All components that make up the access control panel shall be security mounted on the specified back panel, with an approved enclosure. All cables shall be run within an approved cable management system and shall be neatly dressed and labeled at the point of termination. All labels shall be clearly visible without the need to remove any wire way covering or wire management device.

- **Card Reader Doors**
  The card readers shall be Multi-Technology Proximity reader. It shall meet or exceed the following criteria:
  - The card reader shall read the encoded data from the access card and/or transponder and transmit the data back to the host panel, giving an audible and visual indication of a properly read card.
  - The reader shall not exceed a typical read range of 4” to 8” (unless specified otherwise), when used with a proximity card, proximity adhesive tag or key fob.
  - The card reader shall have separate terminal control points for the green LED, the red LED, and the audible indicator.
  - The card reader shall have a hold line that will buffer a card read.
  - The card reader shall be fully weatherized, and shall have an operating temperature of -22 to 150 degrees Fahrenheit (-30 to 65 degrees Celsius), and shall have an operating humidity of 5-95% non-condensing.
  - The reader shall have a lifetime warranty.
  - The card reader shall match the finish color of the wall/mounting surface to the best of its color selection.
  - The voltage requirements of the card reader shall be 5 to 24 VDC.

- **Power Supplies**
  - Access Control peripheral devices shall be powered by power supplies. Provide battery back-up sufficient for a minimum of four (4) hours of standby at the maximum rated load.
  - Furnish and install both 12 VDC and 24 VDC power supplies to power up all electrically controlled door locks. Where power boosters are required as part of the hardware group, provide, install and interface the boosters to the electrified lock(s) and the ACS. Coordinate 120 Volt A/C power installations with the electrical contractor.
  - Size all power supplies to permit simultaneous continuous-duty activation of all door locks, with an additional minimum 20% capacity on each supply. Calculate voltage drop to locks.
and size lock control wiring to provide proper jack operation. System should be configured so that battery backup is an option from one central location for each building, when possible.

- Run individual lock power circuits form a separate output on the power supply, 12 VDC and 24 VDC, PDS-CB, Power Distribution Modules, located within the ACP.
- Provide a separate enclosure for the batteries if the batteries will not fit securely in power supply enclosure “right-side-up”. Do not lay batteries on their sides or ends in order to fit them into the enclosure. Do not expose wiring between the power supplies and the batteries.

- Electrified Locking Hardware
  - All Electric Locks shall be “Fail Secure/Safe”, according to the hardware specifications.
  - Striker Plates shall be compatible w/ both 12 VDC and 24 VDC systems

- Access Control Cards
  - Cards should be compatible with all card readers
  - The access cards shall be iClass Smart Card/Proximity combination card, 32 bit or industry equivalent
  - Used for password-less access to computers, FIDO2 preferred
  - The proposer shall furnish clips and lanyards for each card. Cards shall be able to be “pinched for a clip attachment after printing
  - Striker Plates shall be compatible w/ both 12 VDC and 24 VDC systems
  - How updates are made to system after installation

- Activation System, Card Reader or other activation system proposed

- Infrastructure requirements
  - Changes to infrastructure required to replace existing system and access points
  - Upgrades or installation of infrastructure required for new building/locations

- Capabilities (number card users and number of entry points)

- Expandability of proposed system at each building/location

- Interface Capability with other possible systems:
  - Can system interface with an intrusion alarm system, restrictions, etc.
  - Can system interface with fire alarm systems
  - Can system interface with panic button type systems

- Badge Creation if system uses badges, details of how badges are created, blanks used

- Hardware Type – Provide details as to how the access system operates:
  - What type of “Card Key” or other device will be used with the reader?
  - What type of reader is used? How does it communicate with the central system?

- Provide details as to the mechanical aspect of the entry point, how are doors and gates actuated, power requirements, etc.
• **Training**
  o The proposer shall provide a minimum of four copies of Operation and Maintenance manuals for all equipment furnished under the Access Control section. These manuals are to be available during training.
  o Provide a minimum of 8 hours of scheduled training for the equipment furnished under this Section, including programming, operation, service, and maintenance.
  o Training shall be by engineers or technicians highly skilled in the systems and certified by manufacturer as qualified to train in the particular systems
  o Training shall be conducted at dates and times directed by the City. Training shall be provided for designated personnel.

• **Programming**
  o Proposer shall provide initial programming for all applicable systems. Proposer programming shall include, but not be limited to:
    o English-language description of each access control location
    o Programming of the head-end equipment
    o Programming of Access Control Software
  o The proposer shall coordinate with the City IT Department staff to update the system software to the most recent version available during the warrant period at NO ADDITIONAL COST.

• **Test and Reports**
  o The proposer shall perform system tests using personnel who have attended a manufacturer’s training school for installation and testing of the systems as described herein. The proposer shall perform testing with the test instruments as specified/directed by the manufacturer.
  o Upon completion of the installation of the ACS, the proposer shall submit written reports including, but not limited to, the following information:
    o A complete list of all equipment is properly installed, programmed, functional, 100% operational, and in conformance with specifications herein.
    o Test report of all devices, and equipment.
    o Test technician’s name, company and date of test.
  o Following review of the test reports(s) by the City, the proposer shall perform a test of the ACS equipment in the presence of the City IT Department staff, Facility Department staff and proposer. Test(s) shall include performance tests of all equipment and material listed herein. The proposer shall be responsible for all additional costs to the City if retesting is required. At a minimum, perform tests to demonstrate that:
    o All systems are free from grounding problems and open circuits
    o If applicable, systems operate properly on battery backup.
    o All software functions properly as specified, and all equipment is fully programmed.
  o Sixty days prior to the expiration of warranty, Proposer shall retest all systems as described herein, and submit a test report of findings. The scheduling of the retest shall be coordinated with the City. All items covered by warranty shall be corrected immediately. The warranty shall remain in effect until the proposer corrects 100% of defective items.
• Reports
  o The system shall be able to produce a report of individuals who have not used their badge to access a reader since a given date (Last Access).
  o The system shall be able to produce a report of individuals with detail information about card reader access.
  o The system shall be able to produce a report of status of each badge issued. (ex., Active, Suspended, etc)
  o The system shall be able to produce a report of card reader activity.

INSTALLATION/IMPLEMENTATION PROCESS
  o Mobilization Process
  o Project Management Process
  o Project Phasing
  o Testing Process
  o Training

• If there are any specific functional requirements which your proposed solution offers which you deem a valuable recommendation, please provide a description as an addendum to your response to this RFP.

• Pricing
  o Proposer shall indicate pricing for all categories specified. No costs other than those specified in the proposer’s proposal will be paid by the City unless agreed to in writing in advance of purchase or work being completed. All costs for each project, whether or not included below, must be approved by the City prior to the start of any work.

MINIMUM REQUIREMENTS AND QUALIFICATIONS

the City requires that each Proposer have experience with furnishing and installing at least (3) Access Control Systems similar in size and scope, such as with distributed geographic locations, as the City of Hayward’s project. the City requires that experience to include a minimum of three (3) government (City, County, School Districts, State, etc.,) entities in the last three years, in California, preferably the Bay Area. In the reference section, the government references must be shown, but other non-government, but similar installs, may be shown.

Describe fully and completely your experience with providing the equipment and services. Please indicate the length of time you have been providing these services to public and private sector customers.

Proposers must provide all information requested in this section for itself and for each team member, subcontractor, or affiliate that the Proposer intends to utilize in providing the products and services in this RFP. Responses must be as comprehensive as possible. This information is critical to the evaluation the City will make of each proposal submitted because the Access
Control System in this RFP is critical to the City public meeting functions. These obligations mandate that the successful Proposer demonstrates past performance, customer satisfaction, and marketplace stability of itself and that of each team member, subcontractor, or affiliate, and that all are fully qualified and capable of providing and supporting the equipment and services sought under this procurement. This requirement is mandatory. Failure to respond in the manner required may disqualify you.

**KEY PROJECT PERSONNEL**

- Please identify all key personnel who will perform and deliver the services in this RFP to the City. Please provide the resume of each employee you identify. These must include but not be limited to the overall project manager, the lead or senior installation/system technician, the lead or senior software specialist, the lead or senior software designer/software associate, proposed systems trainer(s), and any other key implementation team members.

- List all companies that will participate as part of the Proposer’s team (if applicable). Include any Partners, Joint Venture Partners, Subcontractors, etc. The information required must be provided as a consolidated team response.

- The City expects continuity of all key team members of the Proposer’s team for the duration of the project. Any replacement of the key team members must be approved 30 days in advance of any proposed project team changes by the City in writing.

- All project personnel identified and retained by Proposer must be able to pass a background check. This is a requirement for personnel who will be working in sensitive areas within public safety operations.

**SECTION 4 – MANDATORY CONTENT AND SEQUENCE OF SUBMITTAL**

I. Submission Requirements and Instructions

   All requirements in this section are mandatory. The City reserves the right to waive any non-material variation.

II. Proposal Outline and Content

   Assemble and submit each proposal in the order below and address the required content/questions. The order in which items are presented is important, as proposal evaluators will follow this order:

   a) Table of Contents

   b) Cover Sheet. This sheet will serve as the cover of your proposal.

   c) One-Page Project Summary. Begin with a brief summary of the proposal. This summary should concisely describe the services to be provided, its goals, and the proposed plan of implementation for such services.

   d) Company Description/Capability
• Brief history of the company that includes the date of establishment and examples of relevant prior RFP/proposals and current customers of similar attributes to the City of Hayward.
• Describe your experience and capacity to manage projects of the size and scope proposed.
• Evidence of compliance with the City’s insurance requirements as indicated in the THE CITY’s General Provisions attached.

e) Informational content
• A list of project team and their professional profile/credentials/experience.
• Specific assignment of project team, and contact information for point of contact.

f) References (minimum 3) shall include companies or organizations (local/municipal/county/state agencies preferred) with which it has had access control system contracts or agreements within the past two years. The contracts must not have been terminated prior to the date due to poor performance and/or acts of negligence. This list shall include the name and phone number of a contact person who is familiar with the vendor’s job performance. the City may verify the proposer’s experience based upon the list of business references submitted and any other sources which the City deems appropriate.
• Name of agency
• Contact name to include: title, phone number and email
• Project start and completion date
• Brief summary of project (demonstration of previous experience in delivering this, or similar, services) Include descriptions and examples of at least two projects or contracts completed in the past five years that demonstrate appropriate experience

g) Cost/Finance
• Proposer shall submit pricing for full scope of work requested. Proposers shall submit pricing for full scope of work requested. Any proposed alteration or addendums proposed to the scope of work requested must be noted and priced separately. Add alternatives as listed in Section 15 shall also be priced separately. Pricing of the proposed systems must include all labor, materials, software, software programming, features and equipment, fees, licenses, taxes, delivery and freight, if applicable, for a complete turn-key installation. Pricing must be FOB destination (the City) freight pre-paid. Provide this information on the System Design Equipment Configuration Price List in Section 13. Proposers must provide pricing for each the City site, and roll individual site costs up to the total overall purchase price summary.

• All adjunct equipment and features must be proposed with separate pricing from the basic core system prices. Examples of adjunct equipment and features are ancillary devices, software integrations, special wireless devices, etc. Such equipment may or may not be included in the final purchase agreement
h) System Proposal per location:
   - Describe you ACS architecture including:
     - Client/Servers/Web Portal
     - Equipment
     - Connectivity to existing systems
     - Arrangements for multiple sites
   Please provide a system diagram with the narrative your system architecture. The diagram must have detail down to individual components.
     - Please provide a system diagram with the narrative of your system architecture. The diagram must have detail down to individual components.
     - Which operating system is used on the proposed ACS infrastructure system?
     - Is it an industry standard operating system?
     - Describe the redundancy and backup capability and options of your offering. Include a description of how this works across the whole product range?
     - Describe any single points of failure for the solution as proposed.
     - Scalability and Performance
     - Describe the scalability of your systems. Include maximum capacities.

i) Outline of Services
   The City reserves the right to require the submittal of additional information that supplements or explains proposal materials.

SECTION 5 - EVALUATION PROCEDURES AND CRITERIA

SELECTION PROCESS

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 space planning 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 will arrange interviews and demos with the finalist(s) prior to selection.

The review committee will use the following criteria to evaluate the proposals:
SELECTION CRITERIA

1. Quality and thoroughness of the proposal
2. Quality and thoroughness of the interview (if applicable)
3. Qualifications/experience of staff
4. Cost Proposal
5. References

Technology
40%
The degree to which the proposed design and technologies meet the City needs, as well as the quality of the equipment.

Proposer Capabilities
Firm size and capability to perform the work
Proposer’s ability to provide short- and long-term support
40%
The project management capabilities of the Proposer
Financial stability of the Proposer
Relevant experience and past performance
References
Proposer’s understanding of the project as demonstrated by their response to the City’s RFP

Business Considerations
20%
the City’s required investment
the City’s ongoing operating and maintenance costs
The financial attractiveness of the proposal
Ability to provide performance bond
Ability to meet the City’s terms and conditions

The City of Hayward reserves the right to accept or reject any or all proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any informality in the proposals. The City of Hayward retains the right at its sole discretion to select a consultant.

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 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.

AWARD OF CONTRACT

The City will evaluate proposals based upon the Consultant’s proven ability to comply with the specifications contained herein, as well as price. In submitting a proposal, Consultant
acknowledges that the City shall have the sole and final right to determine if a bid is in compliance with these specifications. The City will evaluate proposals and make an award to the firm whose proposal is in the best interest of the City.

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 selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City.

A written purchase order mailed or otherwise furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

**EXECUTION OF CONTRACT**

The successful bidder shall, within seven (7) working days of receiving notification of award of the contract, must sign and deliver to the City the executed contract along with appropriate bonds and insurance, if required. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the City may award the work to the next responsible bidder, or may reject all proposals and call for new proposals.

**REFERENCE CHECKS**

Reference checks using information from RFP for prior project descriptions may be used to determine the applicability of Respondent’s experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Respondent’s problem-solving, project management, and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives.

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.
SECTION 6 – TERMS AND CONDITIONS

CONFLICT OF INTEREST

A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of his/her job responsibilities, or gains any advantage by virtue of his/her position with the City. Conflicts of interest may be real, potential or perceived.

The respondent should disclose conflicts of interest, in writing, to the review committee who will consider the nature of the respondent’s responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest.

Each Consultant selected will be required to comply with the filing requirements in accordance with the City’s local Conflict of Interest Code. These requirements include the mandatory filing of an annual Form 720 Statement of Economic Interests.

AWARD OF CONTRACT

The City reserves the right to accept or reject any or all Proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the Proposals. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Proposer nor shall it create any entitlement or property right. By submitting a response to this RFP, the successful Consultant(s) agrees to execute an agreement with the City in substantially the form attached to this RFP as Attachment “A”. The City reserves the right to negotiate any and all terms of the agreement, including the Term, Scope of Service, and Compensation.

Each candidate submitting a Proposals in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the candidate’s sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with the SOQ shall remain the property of the City.

Each candidate should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in the position to establish that the information, which a candidate submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction. Although the City will make a reasonable
effort to preserve the confidentiality of documents so marked, inadvertent disclosures may occur and by submitting a Request for Proposals, the submitting consultant agrees to hold the City of Hayward harmless from such disclosures.

The selected Consultant(s) shall procure at its own expense, and keep in effect at all times during the term of any agreement with the City, the types and amounts of insurance as specified in Attachment “B” to this RFP.

Being selected or rejected under this solicitation will not preclude the Consultant from being considered for any other related opportunity advertised by the City.

OTHER TERMS AND CONDITIONS

The selection of any Respondent for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining Respondents.

Due to the varied nature of the services to be performed, the City reserves the right to contract with any, all, or none of the Respondents.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm’s project(s) before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables. Such approvals will not be unreasonably withheld.

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.

**CONTACT WITH CITY COUNCIL AND CITY STAFF**

Questions relating to this RFP should be directed exclusively to project-accesscontrol@hayward-ca.gov. This is intended to ensure a fair and equitable review process so that there is no actual or perceived situation where one RFP Respondent secures or attempts to secure an unfair advantage over another RFP Respondent or creates a situation where there is an appearance of impropriety.

After release of the RFP, no officer, employee, agent, or representative of the Respondent or their
family members shall have any contact or discussion, verbal or written, with any members of the City Council, City Staff, or directly or indirectly seek to influence any City Council member or City Staff, except as provided herein.

If a representative of any company or party submitting a RFP violates the foregoing prohibition by contacting any of these parties, such contact may, at the City’s sole discretion, result in being disqualified from this procurement process.

PROTEST

Should any respondent 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. The 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 or reviewed.

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.

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
SUBMITTED BY:

COMPANY NAME: ____________________________________

ADDRESS: ____________________________________________

CITY: ____________________________ STATE: ____ ZIP: _______

TELEPHONE: ____________________________

EMAIL: ____________________________________________

SIGNATURE: __________________________________________

(Authorized Agent)

NAME: ____________________________________________

(Please Print)

TITLE: ____________________________________________

DATE: ____________________________________________

NOTE:

If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.
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:

___________________________________  By: __________________________

TODD RULLMAN  KELLY McADOO

Director of Maintenance Services  City Manager

Dated: ________________________

Approved as to form:

___________________________________  Attest: ________________________

MICHAEL LAWSON  MIRIAM LENS

City Attorney  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)
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 and 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 

EXAMPLE – CITY OF HAYWARD PROFESSIONAL SERVICE AGREEMENT
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 subcontractor 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)
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, 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 possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

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. 11/932)
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.}

(os/06/02/02)
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