



HAYWARD

RFP# 2212-121521

REQUEST FOR PROPOSALS

FOR

**Third Party Administration of
Workers' Compensation Benefits**

Human Resources Department

Proposals must be received no later than:

January 26, 2022 at 3:30 pm

Deliver proposals to the office of:

RITA PEREZ, PURCHASING MANAGER

RITA.PEREZ@HAYWARD-CA.GOV

777 B STREET (3RD FLOOR)

HAYWARD, CA 94541

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NOTICE OF RFP

NOTICE IS HEREBY given that the City of Hayward invites proposals for Third Party Administration (TPA) of Workers' Compensation Benefits. Each proposal shall be in accordance with the general provisions for purchase of work and services on file in the office of the Purchasing Department, 777 B Street, Hayward, CA 94541, where copies of said conditions and specifications may be inspected or obtained. All proposals must be in the format specified, and clearly identified with RFP title, number, company name and due date.

Deliver proposals via email to Rita.Perez@hayward-ca.gov or to the Purchasing Department at the address indicated on the cover page on or before January 26, 2022 at 3:30 p.m. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time as late bids will not be accepted and will be returned unopened.

Introduction

The City of Hayward is soliciting proposals from qualified Third Party Administrators (TPA) for the administration of the City's self-insured workers' compensation program. The term is expected to be for three (3) years with two (2) one-year options to renew.

This RFP is open to all. All competing vendors will have the opportunity to share written questions before the submission due date. Answers to all questions will be shared with all vendors to ensure a fair and equitable submission process. Respondents will absorb all costs incurred in the preparation and presentation of their proposal.

Please confirm your intent to bid via email to Vanessa.Lopez@hayward-ca.gov and copy to Rita.Perez@hayward-ca.gov.

Background Information

Hayward is known as the "Heart of the Bay" because of its central and convenient location in Alameda County – 25 miles southeast of San Francisco, 14 miles south of Oakland, 26 miles north of San Jose and 10 miles west of the valley communities surrounding Pleasanton. Served by an extensive network of freeways and bus lines, Hayward has two BART stations (Hayward and South Hayward), an Amtrak station, and the Hayward Executive Airport, with easy access to San Francisco, Oakland, and San Jose airports. It has approximately 154,507 residents.

Hayward is a Charter City using a Mayor-Council form of government along with a City Manager who oversees the daily operations of the City, through its individual department heads. The Fiscal Year 2022 proposed total budget is \$348,830,394 which is comprised of all City funds, including a General Fund, special revenue funds and enterprise funds.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; waste water treatment; building safety regulation and inspection; land use planning and zoning; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement. The City employs approximately 850

employees. The City’s Workers’ Compensation Program is self-insured for \$500,000 per occurrence with a total budget of \$9.2 million. The City’s claims history, as shown in its annual reports submitted to the Department of Industrial Relations is as follows:

CITY OF HAYWARD	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Number of Medical-Only Cases Reported in FY	54	39	33	17
Number of Indemnity Cases Reported in FY	68	68	79	78
Total Number of Indemnity Cases From All Years Open In FY	315	280	311	275
Number of Cases in Which Notices of Legal Representation were Received in FY	62	22	13	9

Additional information regarding the City may be obtained at:

<http://www.hayward-ca.gov/about.shtm>

Due Dates

Responses to this RFP must be received **no later than 3:30pm PST on January 26, 2022.**

Due to COVID-19, proposals are preferred via email in PDF format; email correspondence should clearly identify the RFP title and number in the subject line (ex: RFP #2212-121521, TPA of Worker’s Compensation Benefits). The proposal cover page shall also clearly identify the RFP title and number, firm name and due date. Emailed proposals should be directed to the Purchasing Department at rita.perez@hayward-ca.gov on or before January 26, 2022 at 3:30 pm.

Proposals may also be submitted by mail or dropped off at the Guard Station located on the first (1st) floor of Hayward City Hall, located at 777 B Street, Hayward, California, Attention: Rita Perez, Purchasing Department. Each submission must be marked on the outside with the firm’s name and the name of the project. Postmarks are NOT acceptable. In addition to the hard copy (mailed or dropped off), please submit two (2) electronic copies of your proposal on a thumb drive type device in PDF format.

Contacts

Questions relating to the City of Hayward Workers’ Compensation programs may be directed in writing to: Vanessa Lopez, Senior Human Resources Analyst; Vanessa.Lopez@hayward-ca.gov.

Administrative questions regarding the **bidding procedures** should be directed in writing to Rita Perez, Purchasing Manager via email at Rita.Perez@hayward-ca.gov and copy to Vanessa.Lopez@hayward-ca.gov.

Communication Regarding This RFP

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

Last Day for Questions

The last day to submit questions to the Department is **January 5, 2022 at 11:00 am**. This will allow sufficient time for any addenda to be issued by the City to all bidders. All questions must be submitted in writing via email to Vanessa.Lopez@hayward-ca.gov and copy to Rita.Perez@hayward-ca.gov.

SCOPE AND REQUIREMENTS

Background

Through this RFP, the City of Hayward (hereinafter referred to as the “City”) is seeking professional services proposals from qualified and licensed Third Party Administrators (hereinafter referred to as the “Administrator or TPA”) to provide workers’ compensation claims administration services for the City’s self-insured Workers’ Compensation Program. The City’s Human Resources Department is responsible for management of its workers’ compensation programs including administering the TPA contract. The TPA contract includes: reporting injuries; employee contact; providing lost time and salary information; training for managers, supervisors, and employees; assisting with early return to work program; claimant service evaluation and maintenance of the City’s workers’ compensation claim files.

Project Description

The Administrator shall provide effective and efficient claims administration services to the City in accordance with all California laws. The objective is to provide the City’s employees with appropriate benefits and medical treatment in a prompt and efficient manner.

Scope of Services

Minimum Qualifications

The proposal shall clearly demonstrate that the Administrator has the training, required licensing, experience, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in providing worker’s compensation administration services. The successful Administrator shall have at a minimum the following qualifications:

- i. Must be licensed by the State of California as a Third-Party Administrator (TPA).

- ii. Have a claim administration office within reasonable proximity to the San Francisco Bay Area.
- iii. Have a minimum of five (5) years' experience administering claims as a claim administrator for a public entity.
- iv. Have sufficient means and/or resources to conduct field investigations, provide prompt reporting and adjudication of medical and indemnity payments.
- v. Have an electronic database capable of producing specialized and ad hoc reports in addition to those required by the State of California.
- vi. Have not received sanctions for nonconforming performance by the California Department of Industrial Relations (DIR) in the past three years. (Subject to verification with the State).

The Administrator shall provide sufficient information in the proposal on how it will perform the required professional services in accordance with the specifications presented in this RFP. The respondent shall provide adequate information and supporting documentation for the evaluation of its ability to successfully provide the services as described in the Scope of Work. The goal of this RFP process is to secure a Third Party Administrator (TPA) to provide appropriate workers' compensation claims administration and related services. In addition, the TPA is expected to analyze loss data, identify trends and develop methods to reduce costs for the City, and at the same time, improve program efficiency and effectiveness.

To be considered, the TPA shall demonstrate that the firm has the personnel and capital resources, knowledge, expertise, experience, creativity, innovation, insight and customer service skills to serve as a third party administrator handling the City's claims. The TPA must respond to all the required items in this RFP. The TPA shall demonstrate that all services will be performed in a manner commensurate with the highest standards of professionals in the industry.

The respondent's management system shall have the capacity to transition all workers' compensation claims and related payment and file data from the existing system into data in the respondent's system within 30 days of awarding the contract. The City's claim payment data shall remain intact.

The City reserves the right to select the Administrator that the City, in its sole discretion, determines will best serve its Workers' Compensation Program.

Specifications

a) Records

The Administrator shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by the City that relates to the performance of services under this agreement. The Administrator shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Administrator shall provide free access to the representatives of the City or its designees at all proper times to such books and records, and give

the City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of no less than three (3) years after receipt of final payment.

All original books, manuals, films or any other patentable or copyrightable material developed with contract funds, reproduced, prepared or caused to be prepared by the Administrator pursuant to or in connection with this agreement shall be the exclusive property/rights of the City. The Administrator shall not copyright any report required by this agreement. Any report, information, and data acquired or required by this agreement shall become the property of the City and all publication rights are reserved to the City.

All records, files, transcripts, computer tapes, and other material or workers' compensation adjusting activity reports prepared by the Administrator shall be the property of the City and must be relinquished by the Administrator to the City at the conclusion of this contract. The City shall not be required to pay any additional costs for the retrieval of such information, documentation, and software.

The Administrator shall take all steps necessary to safeguard any data, files, reports or other information from confidentiality breaches, loss, destruction or erasure. Liability for any costs or expense of replacing or damages resulting from the loss of such data shall be borne by the Administrator unless at the time of loss said data was in the exclusive custody of the City.

The Administrator will cooperate with City and make available any and all claim files and records available for audits. The City will have reasonable access to the necessary portions of Administrator facilities, records, and files for review or audit purposes.

The City, at its option, shall have the right to have a claims audit(s) performed. The audit(s) will be directed to, including but not limited to, the following areas: Staffing; Examiner Caseloads; Reporting; Supervision; Case Reserves; File Documentation; Medical Payments; Disability Benefit Delivery; Fines & Penalties; Diary System; Claimant, Employer and Doctor Contact; Case Administration & Investigation; and Contract for Claim Administration Services; application of current WCAB rules and regulations and case law.

b) Dedicated Claims Unit and Assigned Personnel

The objective of this RFP is the establishment of a dedicated claims unit to service and manage the City's account exclusively. The respondent shall establish a dedicated claims office, or a segregated unit whose sole responsibility is the handling of the City's workers' compensation claims. Please provide a staffing plan as requested in this document.

The Administrator shall designate a full time Claims Supervisor to be assigned to this account that will act as the primary contact for the City and will be selected with the concurrence of the City. The Claims Supervisor must possess a State of California Self-Insurance Plan Certificate.

If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the Administrator will agree to assign replacement personnel that must also be approved by the City.

c) Caseloads

Caseload for the purpose of this RFP and the resulting contract are defined as all open claims, indemnity and medical only, to calculate "Total Caseload." Claims that are designated as companion files will be counted with the master claim file as one claim file. The maximum caseload for the assigned personnel shall be as follows:

- i. Claims Asst: 200 Med only claims (max of 75 future medical)
- ii. Senior Claims Examiner: 125 open claims
- iii. Claims Supervisor: 20 open claims

For the City of Hayward, Supervisory personnel should not handle a caseload, although they may handle specific issues. If at any time during the term of the agreement the number of all open claims exceeds 125 per Senior Examiner or 20 for the Supervisor, the Administrator shall, with the City's concurrence, assign additional staff to the City's account.

d) Program Administration

The City is seeking a TPA who shall meet the following minimum Program Administration objectives:

- i. Develop policies and procedures relating to the workers' compensation claims program, as well as provide information and guidance regarding the workers' compensation program and specified claims.
- ii. Inform the City of current changes or proposed changes in statutes, rules and regulations and case law affecting the workers' compensation program.
- iii. Represent City in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of workers' compensation claims against the City.
- iv. Facilitate workers' compensation and other related seminars for department heads and/or City's staff at request of City.
- v. Represent administrator at quarterly meetings with departments on-site at City as requested, including the preparation of claim narratives for those attending the meetings.
- vi. Provide copies of file correspondence and documentation as requested.
- vii. Maintain and store all hardcopy and/or electronic files indefinitely once file is closed.
- viii. Destroy any claim records by shredding. There will be no additional cost to City for destruction of claim records. Provide Certificate of Destruction for all documents.
- ix. Administrator shall provide to City, at no additional cost, within five (5) business days of the date of termination of an Agreement, all claims, reports, files and electronic data of City's self-insured workers' compensation annual reports.
- x. City retains the right to approve all TPA staff members associated with its account.
- xi. Transfer electronic data to site chosen by City within five (5) days of termination of contract.

e) **Claims Administration**

The City is seeking a TPA who shall meet the following minimum Claims Administration objectives:

- i. Administer worker's compensation benefits in accordance with California State Law.
- ii. Make initial contact with the injured employee and establish a claims file within twenty four (24) hours of receipt of the Employer's First Report of Injury.
- iii. Complete a thorough analysis of relevant factors to determine compensability according to California law; recommend action by the City to accept or deny coverage; provide formal written analysis to City staff seeking authority for settlement or resolution of a claim. Final authority to accept or deny coverage or proceed with any settlement shall rest with the City.
- iv. Investigate any questionable claim; recommend special, outside independent investigation for a questionable claim with the consent, coordination and assistance of the City. City retains its right to select or approve any independent investigator vendor(s).
- v. Provide information and guidance to an injured employee about the workers' compensation benefits available according to California law and established City policies.
- vi. Make all claim files available for review by the City anytime during the administrator's regular business hours.
- vii. Maintain Utilization Review process as governed by Labor Code section 4610 to review treatment recommended by physicians to determine if it is medically necessary, either in-house or with the respective City's contracted vendor. City retains its right to select or approve the Utilization Review vendor(s).
- viii. Monitor treatment programs for injured employees to ensure that they receive prompt proper care and eliminate any unnecessary treatment. This task includes referrals to the Drug Utilization review vendor for medications misuse, abuse or over-prescribing.
- ix. File and Serve all medical reports on interested parties to a claim within five (5) days of receipt of documents.
- x. Respond to City staff inquiries within twenty four (24) hours; respond to City staff about any critical issues on the same day.
- xi. Provide Medicare Agent Services and the required reporting (including Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007).
- xii. Excess Insurance - report any claim to the City's Excess Insurance Carrier as required by the policy; provide all necessary documentation to the excess insurance carrier; seek reimbursement of funds from the excess insurance carrier.

f) **Medical Bill Review**

A bill for any type of medical treatment (physician, pharmacy, hospital, therapist, etc.) received by the Administrator shall be reviewed for correctness and accuracy; approved for payment; and paid within sixty (60) working days of receipt. Administrator shall review each bill for medical services for reasonableness using the State Medical Fee Schedules and any appropriate Preferred Provider Organization schedules. Administrator may elect to utilize a vendor to provide this service.

The Administrator shall notify the medical provider in writing within thirty (30) working days of receipt of an itemized bill about any contested, denied or incomplete amount on the itemized bill.

The Administrator shall utilize an approved bill review process. The bill review process shall include participation in a Preferred Provider Organization (PPO). The use of a Medical Panel Network (MPN) is desirable but not required. City retains its right to select, approve, or reject the Medical Bill Review vendor(s) and any MPN.

Any Administrator who elects to provide medical bill review services internally shall provide a guaranteed cost bill review program. The Administrator must identify any costs associated with the medical bill review services separately from its administrative fees. Any Administrator who proposes using a vendor to provide medical bill review services shall identify the vendor and its fee schedule. City retains its right to select, approve, or reject the proposed Bill Review vendor.

g) Medical Service and Expenditures

California law requires an employer to provide all medical care to relieve and or cure the effects of an industrial injury. The selected Administrator shall provide the services described below to any City employee who sustains an industrial injury or illness:

- i. Develop and recommend a panel of physicians for the initial treatment of an industrial injury or illness.
- ii. Monitor the medical treatment program for each claim including review of all medical reports, referring any requested services as necessary to a State approved and City approved utilization review management program for required determinations.
- iii. Recommend the use of nurse case management services for assistance in medical control. City retains its right to select the Nurse Case Management vendor and approve or deny the use on any specific claim file.
- iv. Maintain close liaison with all City assigned treating physicians.
- v. Provide guidance in the evaluation of the physical capacity of injured employees and in their ability to return to work.
- vi. Determine eligibility for and authorize payment of medical benefits.
- vii. Schedule and authorize medical examinations to determine the nature and extent of disability; advise all interested parties about all medical appointments, including Agreed or Independent Medical Evaluations and Independent Medical Reviews using the panel list agreed upon between Administrator and City or as required by the State agency.
- viii. Review all billings for reasonableness using the State Medical Fee Schedules and submit for medical auditing as necessary to a City-approved bill review service. Refer to the Medical Bill Review section (above). City retains its right to select the Bill Review vendor.
- ix. Assist City, if requested, with establishing a Medical Provider Network (MPN) to treat injured workers. City retains its right to opt out of a MPN and utilize a City approved PPO list of physicians.

h) Consultation

With respect to consultation provided to City and/or employees who incur job-related injuries or illnesses, the Administrator shall:

- i. Provide information and guidance to injured employees regarding the benefits they will receive in accordance with City policies.
- ii. Attend appointments, including but not limited to meetings, conferences, court appearances, and scene investigations at the request of City Human Resources staff.
- iii. Provide information, guidance and assistance to injured employees regarding permanent disability ratings; Qualified Medical, Independent Medical Reviews and Agreed Medical Examiner process; delay process, denial process and settlement of claims. City retains its right to the final decision with regards to compensability on any claim.
- iv. Assist the City in solving employee non-legal problems arising out of industrial injury cases.
- v. Work with injured employees, City personnel and other agencies to provide rehabilitation, retraining or reassignment of employees with physical or performance limitations arising out of an industrial injury.
- vi. Provide guidance to City staff to ensure that the return to work by, or reassignment of, an injured employee is consistent with the medical findings.
- vii. Assist the City, as requested, with cost containment and incentive programs.

i) Litigation Management

Litigation management services by the Administrator shall, at a minimum, include the following:

- i. Refer litigated cases to an attorney using a listing of approved attorneys provided by the City.
- ii. City retains its right to appoint legal counsel to its account.
- iii. Assist in the defense of litigated cases.
- iv. Assist in negotiation of claim resolution and settlements.
- v. Monitor each case for potential subrogation recovery, prepare correspondence to effect collection, and assist legal counsel where litigation is required to affect recovery.
- vi. Ensure that, for employees who are represented by legal counsel, their attorneys receive copies of reports and correspondence as appropriate and required by law.
- vii. Maintain a litigation management budget for each litigated file and provide litigation status reports on a regular basis for each litigation file.
- viii. Cooperate fully with all attorneys chosen by the City, including the City Attorney.

j) Information Management and Reports

The City seeks a TPA who shall meet the following minimum Information Management and Reports objectives:

- i. Provide City's management with computerized reports at specified intervals on new claims, closed claims, paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs; commonly known as a Loss Run.
- ii. Administer and provide a comprehensive annual statistical summary survey customized to meet the City's needs, and if requested by the City, a narrative report to serve as the basis for evaluation of City programs.
- iii. Prepare the City's annual Cal-OSHA Log 300A Report as required by the Department of Labor. Reports are to be submitted to the City no later than thirty (30) days prior to the

due date.

- iv. Provide City with written status reports on all open claims at the end of each fiscal quarter. Human Resources staff must receive the completed status reports on or before August 31st, November 30th, February 28th, and May 31st of each year. The Human Resources Department may distribute the completed status reports to operating departments.
- v. Administrator shall provide the City's staff the ability to access the Administrator's computer system.
- vi. Administrator shall provide secure, electronic reports to allow performance of certain routine data analysis by the City. It is recommended that this data and similar reporting be accessible to the City via the TPA's software system and that reports be run by the end user (City). Often referred to as ad hoc reports.
- vii. Provide narrative or analytical reports regarding major cases.
- viii. Provide the City with copies of initial and quarterly reporting to Medicare.
- ix. Submit to the City, a completed Cal-OSHA Log 300 every sixty (60) days.

k) Financial Management

The chosen Administrator shall establish a Workers' Compensation imprest account for payment of Workers' Compensation benefits. The purpose of this fund shall be to pay medical/legal and other expenses incurred as a result of accepted industrial injuries/illnesses, as well as payment of Workers' Compensation benefits to which eligible employees are entitled.

- i. Report to the City at least monthly, or as needed, of charges against the fund, and obtain reimbursement to maintain the fund at an appropriate level determined by the City.
- ii. Manage the imprest account in a reasonable and prudent manner and in compliance with City directives and accepted accounting principles.
- iii. Issue vouchers to the City from the imprest account in those instances where an employee is paid benefits directly by the City, i.e. Labor Code §4850; or salary continuation in lieu of temporary disability benefits.
- iv. Actively collect any overpayment of benefits.
- v. Reimburse the City for any penalty assessed against a claim file that results from the Administrator's lack of proper claims handling or the holding of a check due to insufficient funds in the imprest account.
- vi. Establish procedures and necessary documentation enabling the TPA to draw checks for payment of benefits on an appropriate imprest account of the City.
- vii. Absorb any costs for the printing of any checks. The City's name will appear on the check, and be imprinted on all check copies. All checks shall be printed in numerical order, locked and controlled by the TPA's accounting department. All checks must be accounted for as payments, voids, etc.
- viii. Use a separate check register for the City. Daily entries will be made on all checks disbursed on the account. Credits, if any, shall be entered, as well as all deposits made on checks, received on reimbursement requests made from TPA's office. TPA shall provide City with a check register, electronically mailed to City.
- ix. Provide City's accounting office with one (1) copy of each check register, all voided checks, etc.
- x. Review the imprest account periodically to determine if the initial deposit remains adequate. The TPA's accounting office shall submit a report recommending any change in the imprest account balance based on this review. Prompt payments on the TPA's

reimbursement requests are a major factor in the efficiency of an imprest account. The City's reimbursement payments should reach the TPA's office within ten (10) days from the date of TPA's request in order to maintain a continuous flow of checks issued throughout the month.

Optional Tasks

Proposers may suggest other, optional tasks which they believe will add value to the project.

Project Schedule

It is the City's desire to finalize an Agreement and issue a Notice to Proceed as quickly as possible, and to this end, the following accelerated schedule has been prepared:

Milestone	Date*	Responsibility
Issue Requests for Proposal	December 15, 2021	City
Deadline for Written Questions	January 5, 2022	Consultant
Responses to Questions	January 14, 2022	City
Proposals due to the City	January 26, 2022	Consultant
Presentation/Interview	Week of February 7, 2022	City
Contract Awarded	By April 1, 2022	City/Consultant
Contract Terms Begin	July 1, 2022	City/Consultant

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

PROPOSAL FORMAT

Content and Sequence of Submittal

To ensure fair and accurate consideration, all submitted proposals must include the following minimal requirements. Proposals with missing items will not be considered.

- Cover Letter
The cover letter must designate a primary point of contact who is authorized to answer questions about the proposal. Please provide this person's name, title, address, phone number, email address, and qualifications for acting in this capacity. The letter should not exceed one page in length and should summarize key elements of the proposal.
- References
Provide the names and contact information of three (3) relevant local government clients for which the firm has provided services.
- Description of Project Team

Provide a list of individual(s) who will be working on this transition and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual. TPA shall provide the resumes of all personnel working on the City account within thirty (30) days of an awarded contract. Upon award and during the contract period, if the TPA chooses to assign different personnel to the project, the TPA must submit their names and qualifications including information listed above to the City for approval before they begin work. City retains its right to approve all personnel associated to its account. Please also identify any and all sub-contractors and their role in the project, including all the aforementioned information.

○ Description of Experience

Provide background on the firm and its experience with TPA Administration of Workers' Compensation Benefits services at the federal and/or state or local level of government. Please highlight specific experiences with municipal or public institutions and any familiarity with Hayward or the Bay Area. Provide a summary of similar completed projects which includes client name, description, project team, date completed and total cost.

○ Description of Process

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- i. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages clients of the type sought by this RFP;
- ii. methodology for soliciting and documenting views of internal and external customers; and
- iii. any other type of management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- iv. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- v. Detailed schedule for taking over claims administration, identifying all tasks and deliverables to be performed, durations for each task, completion dates for each task and overall time of completion.
- vi. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- vii. TPAs are also requested to identify any software systems that they will be using to manage the City's workers' compensation claims. Specifically, TPAs should detail the capabilities of the system, including the ability to generate custom reports and the capability of operating "paperless".
- viii. Detailed description regarding your ability to meet and ensure compliance with CSAC and/or LAW CX performance standards (see exhibit E).

○ Financial Capacity

Provide the TPA's latest audited financial statement or other pertinent information such as

internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the TPA. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the TPA.

- **Fee Proposal**

Provide an itemized cost analysis for the entirety of the project period, including billable rates for all personnel assigned to the project, materials, etc. Please break down costs on a “not-to-exceed” basis.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

A review committee will evaluate all responses to this RFP that meet the minimal submission requirements and deadline. The review committee will rank the proposals and arrange the interviews with the finalists prior to selection.

Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all TPAs regarding their proposals.

Initial Proposal Review

The City will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may also contact TPA's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a TPA's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most responsive bidder. Alternatively, the City may elect to negotiate directly with one or more TPAs to obtain the best result for their respective City prior to making a recommendation or selection.

Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the TPAs included in this stage of the evaluation process may be invited to participate in an oral interview. Phase one interviews, if held, are tentatively scheduled for the week of February 7, 2022. This date is subject to change. The individual(s) from the TPA's firm or entity that will be directly responsible for carrying out the contract if awarded should be present at the oral interview. Selected firms may be invited for additional interviews.

In addition to conducting an oral interview, the City may, during this stage of the evaluation process also contact and evaluate the TPA's references, contact any TPA to clarify any response or request revised or additional information, contact any current users of a TPA's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the City will again rank all TPAs according to the evaluation criteria set forth above. At this point, the City may conclude the evaluation process and determine which TPA will move forward with the agency, and make a recommendation for award, or it may request Best and Final Offers from TPAs. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the most responsive bidder. The City may recommend award without Best and Final Offers, so TPAs should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms with the agency. Negotiations shall be confidential and not subject to disclosure to competing TPAs unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring TPA or withdraw the RFP.

Discretion and Liability Waiver

The City reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The City reserves the right to accept or reject any or all proposals; to alter the selection process in any way or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals; to postpone the selection process for its own convenience at any time; and to waive any informality in the proposals. The City retains the right at its sole discretion to select a contractor.

All proposals submitted in response to this RFP become the property of the City of Hayward and thus become public records of which may be subject to public review.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. Although, it is the City's intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserve the right to choose any number of qualified finalists.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

The City reserve the right to cancel, in part or in its entirety, this RFP including but not limited to: selection procedures, submittal date, and submittal requirements. The City will notify all interested firms if any revisions are made to this RFP or if the RFP is cancelled altogether.

END OF PROPOSAL

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE PROPOSAL FORM

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT
FOR YOUR COMPANY.

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND **(NAME OF Consultant)**_____

THIS AGREEMENT, dated for convenience this ___ day of _____, 20___, is by and between **(name of consultant)**_____, a **[insert here a description of the capacity of the contractor such as a sole proprietorship, a California corporation, or a limited partnership]**_____, _____ ("Consultant") and the CITY OF HAYWARD, a public body of the State of California ("City");

RECITALS:

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

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

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

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement, Consultant shall provide to the City, the services described in Exhibit _____. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit _____.

Compensation. City hereby agrees to pay Consultant as provided in Exhibit _____. Total compensation for Consultant's services and expenses incurred pursuant to this agreement shall not exceed the sum of \$_____.

Effective Date and Term. The effective date of this agreement is _____] and it shall terminate no later than _____.

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

Billings. 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. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided above.

Advice and Status Reporting. Consultant 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 Consultant firm, **[Name, Name, and Name]**_____. The primary provider of the services called for by this agreement shall be **[insert here the name of the individual who will provide the services to the City]**_____, who shall not be replaced without the written consent of City's Director of Finance.

Assignment of Personnel. Consultant 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, Consultant 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 Consultant. Neither this agreement nor any interest therein may be assigned by Consultant without the prior written approval of City's Director of Finance. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's Director of Finance.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, Consultant, 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. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant 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 Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant 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 Consultant, 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. Consultant, at Consultant'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 Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. 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 A:VII.
 - (xi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.
- (c) Professional Liability. Consultant, at Consultant'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 claims 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, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Consultant may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant 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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.
- (f) In addition to any other remedies City may have if Consultant 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 Consultant 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 Consultant 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 Consultant's failure to maintain insurance

CITY OF HAYWARD

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

Exhibit B

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

1.00 Legal Relations and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

all lanes remain open to traffic.

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

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

The Successful Bidder shall install and maintain all signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following endorsements must be attached to the policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) **AFFIRMATIVE ACTION - GENERAL**

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

(2) **RECRUITMENT**

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

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

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

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

(3) **EQUAL EMPLOYMENT OPPORTUNITY OFFICER**

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

(4) **ACCESS TO RECORDS**

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

(5) **COMPLIANCE REVIEW PROCEDURES**

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

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

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

(6) **VIOLATIONS**

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

(7) **REMEDIES FOR WILLFUL VIOLATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(REV. 01/31/13)

NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

CITY OF HAYWARD

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 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, 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, sex, age, or disability.

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

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

5. **COMPLIANCE REVIEW PROCEDURES.**

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records

together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

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

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

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

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

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

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

(REV. 11/5/92)

CITY OF HAYWARD

SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

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.

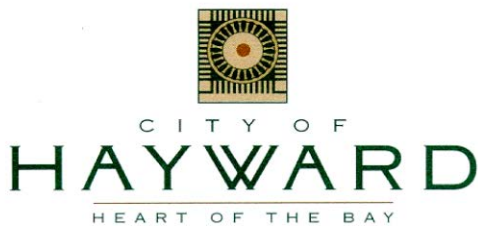
5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

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.

(rev. 06/26/02)



**NONDISCRIMATORY EMPLOYMENT PRACTICES
AND
AFFIRMATIVE ACTION CERTIFICATION STATEMENT**

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

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

(Print/Type Name of Company Official)

(Title)

(Signature of Company Official)

(Date)

Name of Project: _____

Name of Firm: _____

Address: _____
Street Address
City/State/Zip

Telephone: (___) _____ (___) _____

Please check below as appropriate:

- Prime Contractor Subcontractor Professional Services
 Supplier of Goods Supplier of Services



CITY OF
HAYWARD
HEART OF THE BAY

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

The undersigned hereby certifies:

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

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

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

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

Print/Type Company Name

Print/Type Official Name & Title

Company Address

Signature of Company Official

City/State/Zip Code

Date