



RFP# 2201-081621
Request For Proposal
for
HAYWARD COMMUNICATIONS CENTER NEEDS ASSESSMENT
For the
Police Department and Fire Department

Proposal must be received no later than:

Wednesday, September 24th, 2021 @ 3:30 PM

Deliver proposal to the office of:

Rita Perez, Purchasing Manager
PURCHASING@HAYWARD-CA.GOV
777 B Street (3rd Floor)
Hayward, CA 94541

INTRODUCTION

NOTICE IS HEREBY given that the City of Hayward invites sealed proposals for a phased needs assessment and strategic planning process for the Hayward Communications Center (HCC). 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, enclosed in a sealed envelope and clearly identified with RFP title, number, company name and due date.

Deliver proposals to the Purchasing Department at the address indicated above on or before Friday, September 24, 2021 @ 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.

BACKGROUND INFORMATION

The City of Hayward, California (the City) is located in Alameda County and is known as the “Heart of the Bay” because of its central and convenient location to San Francisco, Oakland, and San Jose. It is served by an extensive network of freeways and bus lines and has two BART stations and an Amtrak station. Currently, it is estimated that there are 159,293 residents of the City of Hayward.

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

| Background Summary | |
|---|-----------------------------|
| Population | 159,293 |
| Number of Employees | 909.8 |
| Annual City Operating Budget (including General Fund) | \$348,830 M |
| Annual General Fund Budget | \$184,659 M |
| Annual City Capital Budget | \$158 M |
| Fiscal Year | July 1 – June 30 |
| Number of Departments | 12 |
| Governance Structure | City Council / City Manager |
| MOUs | 10 |

Additional information regarding the City of Hayward may be obtained at:

<https://www.hayward-ca.gov/discover>

BACKGROUND

Hayward's 9-1-1 Communications Center functions as a primary public safety answering point (PSAP) for the City of Hayward and unincorporated Fairview area and provides dispatching services for police, fire, Animal Services, and internal calls for service to the City's Public Works and Utilities Department, which includes water distribution and sewer Services, and Maintenance Department, which includes Facilities Management, Fleet Management, Landscape Maintenance, and Streets Maintenance.

Operations

The Hayward Police Department (HPD) manages the Hayward Communications Center (HCC) and handles approximately 300,000 emergency and non-emergency calls per year and answering calls within 15 seconds 99% of the time. In 2020, HCC dispatched 114,333 (87%) police calls for service and 16,990 (13%) fire calls for service, of which 12,700 (71%) were medical. The City's public safety departments operate within a district/beat-based system where emergency response units remain within their pre-designated service area. Civilian staff is trained in police and fire call-taking and dispatch services. Emergency medical dispatch (EMD) and ambulance dispatching are handled by transferring the call to a secondary PSAP, the Alameda County Regional Emergency Communications Center (ACRECC). Dispatchers transferred 8,335 (65%) medical calls to ACRECC in 2020.

HCC maintains two police channels: primary and service, two fire channels: dispatch and command, and several non-emergency and 9-1-1 phone lines, including Comtech, a text-to-911 solution.

Staffing

The Center has nine workstations, six of which are occupied 24 hours a day, seven days a week. Total budgeted staffing includes one (1) Communications Administrator, five (5) Communications Supervisors, one of which is a special assignment "Administrative Communications Supervisor," nineteen (19) Communications Operators, and eight (8) Call Takers. There are currently multiple vacancies in the Center.

Governance

HPD manages day-to-day operations, hiring and training new staff, and is situated in the Support Services Division of the Hayward Police Department managed by a civilian Police Support Services Division Manager who reports directly to the Chief of Police.

Needs Assessment Project

In 2020, City staff worked with consultants to administer a resident survey and partnered with community members and organizations to hold conversations about public safety in Hayward. Over 1,700 community members provided their input on public safety and policing in Hayward by participating in this community engagement project. Following the community conversations project, the City convened a Public Safety Policy Innovation Workshop, leveraging the community outreach data, additional research, and conversations with impacted community members. This outreach effort identified several goals, two of which are included in

this RFP: triaging calls to dispatch for both behavioral and mental health pilot programs and implementing emergency medical dispatch (EMD). Project managers will return to Council at six-month intervals (January 2022 and July 2022) with project updates and implementation progress.

The City is beginning a dispatch needs assessment and strategic planning effort to:

- Identify dispatch needs to support pilot projects put forth in the Public Safety Policy Innovation Workshops (see attachments) including alternative responses to behavioral health-related calls.
- Evaluate current dispatch volume, procedures, and human and technological capacity with the goal of identifying changes to processes, structural, staffing, technological, and/or training that will improve the quality of service to internal and external community members.
- Develop a long-term plan for achieving accreditation, adapting to new trends/technologies in the dispatch field, and ongoing continuous improvement.

SCHEDULE

| Event | Date |
|---------------------------------------|-------------------------------------|
| Issue Date of RFP | Tuesday, August 17, 2021 |
| Last Day for Questions/Clarifications | Wednesday, September 8, 2021 |
| Addendum | Monday, September 13, 2021 |
| Deadline for Receipt of Proposal | Friday, September 24, 2021 @3:30 pm |
| Review of Proposals | September 27 – October 5, 2021 |
| Invitation to Interviews | Tuesday, October 5, 2021 |
| Virtual Interviews | Friday, October 8, 2021 |
| Award Date | Thursday, October 14, 2021 |
| Work Commence | Monday, November 2, 2021 |

CONTACTS

Any administrative questions regarding bidding procedures should be directed to:

Rita Perez, Purchasing Manager
 (510) 583-4800
Rita.Perez@Hayward-ca.gov

Questions relating to the project management may be directed to:

Shanalee Gallagher, Project Manager
Shanalee.Gallagher@Hayward-ca.gov

COMMUNICATION REGARDING THIS RFP

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

LAST DAY FOR QUESTIONS

The last day to submit questions to the Purchasing Department is **Wednesday, September 8, 2021 @ 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 Shanalee.Gallagher@hayward-ca.gov.

AWARD OF CONTRACT

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

SELECTION PROCESS

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

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

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and arrange interviews with the finalist prior to selection.

1. Project Overview

a. *Description*

The City of Hayward is seeking a consultant to conduct a needs assessment and strategic planning effort for the City's Communications Center. The project entails:

- Assessing HCC operations (including call volumes and deployment outcomes, workflow, staffing, and technology) alongside current community and organizational needs and projected future needs. Identify strengths and opportunities to better match operations to needs.
- Developing recommendations for operational, structural, and/or physical improvements to the HCC based on assessment findings and established best practices in the field and/or promising evidence-based, innovative practices. This could include recommendations regarding bifurcation or further separation of duties/responsibilities between police and fire dispatch or other recommendations to enhance and improve service to the community.
- Creating an implementation plan for the recommended changes includes costing, prioritizing short-, medium-, and long-term activities and a recommended pathway to accreditation.

b. *Goals*

The overarching goal of this project is to identify opportunities for improving resilience, efficiency, organizational efficacy in the face of evolving service needs and developing a plan to increase the quality and breadth of service provided by the HCC to support top-tier emergency services delivery to the Hayward community. Long-term goals include achieving accreditation and planning for future needs. Some of the interim goals of working with a consultant at this stage of the project are to:

- Identify and execute any improvements necessary to support the City of Hayward's emerging behavioral/integrated health emergency response program models
- Develop and adopt a staffing and training plan or model that meets community needs, supports employee wellbeing and retention goals, and facilitates service delivery improvements.
- Identify technological or other physical needs of the HCC to meet services goals.
- Estimate and plan for future expenditures to enhance and maintain equipment, technology, and staff capacity to deliver high-quality services.

c. *Possible Tasks*

Tasks that may be undertaken to achieve project goals are listed below. Priority tasks for Phase I are bolded and marked with an asterisk.

- ***Conduct a qualitative and quantitative assessment of calls for service, including duration of time on task and assessing resource assignment and allocation**

- ***Review current workflow and conduct an assessment, make recommendations based on findings and best practices research, and develop an implementation plan for recommendations that includes costing and prioritization for our two high-priority projects:**
 - **Emergency Medical Dispatch (EMD) implementation**
 - **Triaging behavioral and mental health calls related to pilot programs**
- Perform gap analysis on calls transferred to ACRECC and implications of a cold transfer (vs warm transfer)
- ***Analysis of shift deployment, daily staff rotation and work schedules, service levels, workload, and staffing- make recommendations for change where appropriate to maximize safety and efficiency.**
 - Proposed staffing model and recommendations should include the observations and interdependence on technology and its assessment
 - Provide a projection of future workload and service demands and additional resources that would be required to meet that workload
 - Identify policies, procedures, or any other factors that impede productivity and effectiveness.
 - Review duty assignments and responsibilities for ZoneHaven, AC Alert, and Star Chase, and other technology used in HCC
- Analysis of the organizational structure of HCC as it relates to accepted industry standards of organizational theory and practice.
- Assess physical space and make recommendations to reflect proposed changes.
- Conduct assessment of current technology: CAD, RMS, Text-to-911, quality assurance, scheduling, evaluation software for trainees, and tech support
 - Evaluate the effects of emerging trends in technology, including Next Generation 9-1-1, in the services HCC delivers
- Review the current training manual and assist with the integration of policies and minimum standards for ISO and CPSE accreditation
- Review the current workflow and standards for conducting quality assurance; recommendations may include technology to improve workflow. Recommendations should align with industry best practices (APCO, NENA, IAED) for Quality Assurance management.
- ***Review current continuous professional training practices provided for HCC staff, including task-specific training, California mandated POST training and supervisory training**
- Conduct a financial analysis
 - Cost per call by task
 - And with proposed changes
 - Of all proposed changes / recommendations

- Develop a five-year strategic plan to help identify and articulate HCC's goals for program and service delivery
- The plan should include goals for accreditation and performance indicators.
- Identify opportunities for succession planning and employee growth.

d. Phasing

Proposals should include a timeline for assessment and implementation tasks divided into three phases of six-month duration with a completion date not to exceed two years from the start of the contract. Immediate needs to support the City's behavioral/integrated health response pilot projects must be addressed in phase 1 of the project. Any minor adjustments or changes that may improve day-to-day operations identified by the consultant can and should be implemented before the six-month report out.

e. Deliverables

Consultants will be asked to produce a report detailing the methodology, findings, and recommendations from the project and an implementation plan that includes a path to the agreed upon industry standard accreditation (i.e., IAED, Center for Public Safety Excellence, APCO Project 33). Consultants will also need to develop a six-month report or executive dashboard and a culminating slide deck for presentation to City executives and the City Council at the conclusion of the project.

2. Scope of Services

a) Consultant Selection

The purpose of this RFP is to solicit proposals to provide all of the above services.

b) Schedule

- i. The following table provides milestones in the consultant selection process.

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

c) Proposal Requirements

- i. The proposal shall consist of no more than 30 8 ½ x 11-inch pages. The proposal shall be organized in the following sections:
 - a. Cover letter. The cover letter should identify the primary contact person for your team.
 - b. Team. Identify key members and their qualifications, the primary location where work will be done, and your proposed team organization.
 - c. Experience. Provide descriptions of relevant projects conducted by personnel proposed to work on this project. For each project, identify the client and the client contact for reference, start date, project duration, number of meters, geographic description of service and fee.

- d. A recent example of relevant and comparable completed work product.
 - e. Approach. Identify key project issues in each phase of the project and how they will be addressed.
 - f. Proposed Scope of Services. The proposed scope of services should describe tasks and identify deliverables for the feasibility study as outlined above.
 - g. Workplan. The work plan should show tasks that you consider important for this project and estimate the professional labor hours each month. The work plan shall be presented in tabular form and is not subject to the 8½ x 11-inch page size limit (but is subject to the 30-page limit).
 - h. Proposed Schedule of Charges. Provide a schedule of charges for labor and expenses that you propose to charge the City on this project. Also, identify labor rates for the particular professional staff you propose will work on this project. The proposed schedule of charges is subject to negotiation prior to contract execution.
 - i. Proposed Budget. Provide the proposed budget based on the work plan and proposed schedule of charges. The proposed schedule of charges is subject to negotiation prior to contract execution. Pricing must be submitted on a “not to exceed” basis. Do not use “TBD” or similar annotations for cost estimates.
 - j. Resumes. Provide resumes for key personnel in Appendices.
 - k. Disclosure. List any vendors that your company has a relationship with in Appendices.
- ii. The page limitation applies to sections “b” through “g.” The proposal cover, divider sheets, resumes and disclosure are not subject to the page limitation. Resumes of key personnel shall be provided in an appendix bound with the proposal.
 - iii. If any portion of the City’s standard Professional Services Agreement (see Exhibit A) is unacceptable to your firm, please identify the particular clause(s) in a separate letter to the City submitted with your proposal.
 - iv. Five copies of the proposal shall be submitted. The proposal shall also be provided on a flash drive in PDF format.

d) Selection Criteria

- i. The table below describes the criteria that will be used to review proposals and interview performance. The proposals will be reviewed by City staff. The composition of the interview panel has not been determined; it could consist of the proposal reviewers, individuals that were not formally involved in proposal review and/or officials of partner agencies. The City reserves the right to select a consultant based on written proposals alone (i.e., without an interview). The City also reserves the right to not select a consultant.

| Proposal and Interview Evaluation Criteria | |
|--|---|
| Category | Criterion |
| <i>Project Management</i> | a) PM's (PM) experience on similar successful projects b) Strength of PM's references c) PM/team's oral communication skills |
| <i>Project Understanding</i> | d) Scope and work plan consistent with project issues e) Identification of key project success factors |
| <i>Approach</i> | f) Approach to key project success factors and scope expected to result in attainment of project goals g) Approach considered cost-effective h) Thoughtful and effective community/stakeholder engagement strategy |
| <i>Qualifications of Firm/Team</i> | i) Firm's experience on similar successful projects j) Key discipline required for project success filled by qualified team members k) One or more team members have experience working in a Public Safety Answering Point l) Team members are knowledgeable of public safety communications related technology, including Next Generation 9-1-1 and protocol-based dispatch solutions m) Team members worked together successfully on similar projects n) Labor costs of key team members commensurate with qualifications o) Quality and relevance of sample work product |
| <i>Responsiveness</i> | p) Proposal consistent with RFP q) Interview presentation consistent with RFP |
| <i>Appropriateness of Cost</i> | r) Fee within reason given the scope of the project |

e) Interview Format

- i. The interview format is virtual panel interview with selection committee of five fire, police, and dispatch staff. Firms being invited to interview will be informed of the interview by October 5th.

f) Questions and Additional Information

- i. Questions and requests for additional information may be directed to Shanalee Gallagher, Hayward Fire Department Management Analyst at Shanalee.Gallagher@hayward-ca.gov.

CITY'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

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

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

If the successful proposer defaults, the City may award this RFP to the next best proposal and

may recover the loss occasioned by the successful proposer against a surety bond, if any, or by suit against the successful proposer.

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

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

PROTEST

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager within three (3) calendar days after the City notifies all proposers of its intent to award. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Questions or protests not furnished in writing as prescribed will not be accepted.

Attachments

Attachment A – City of Hayward Professional Services Agreement and Insurance Requirements

Attachment B – General Provision

Attachment C – SWOT Analysis

Attachment D – Organization Charts

Attachment E – Policy Innovation Workshop Project Matrix

A. Company Information

Company Name: _____

Local Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Headquarters: _____

Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Contact Person: _____

Title: _____

Location: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

E-mail Address: _____

C. References

Complete the following information for a minimum of three (3) municipal, county, or service district organizations for whom Proposer has installed a comparable system. Proposer's role in the installations must have been either a prime contractor or the sole service provider. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by Proposers.

Reference 1

| | |
|--|--|
| Entity Name: | |
| Address: | |
| Contact: | |
| Title: | |
| Telephone Number: | |
| Approximate City (Agency) Population: | |
| General Description of System Installed: | |
| Proposer's Role in Installation: | |
| Installation Date: | |

C. References (contd.)

Reference 2

| | |
|--|--|
| Name: | |
| Address: | |
| Contact: | |
| Title: | |
| Telephone Number: | |
| Approximate City (Agency) Population: | |
| General Description of System Installed: | |
| Proposer's Role in Installation: | |
| Installation Date: | |

Reference 3

| | |
|--|--|
| Name: | |
| Address: | |
| Contact: | |
| Title: | |
| Telephone Number: | |
| Approximate City (Agency) Population: | |
| General Description of System Installed: | |
| Proposer's Role in Installation: | |
| Installation Date: | |

PROPOSAL SUBMITTED BY:

COMPANY _____

ADDRESS _____

BY

(Signature of Authorized Representative)

(Print or Type Above Name and Title)

(Date)

(Telephone)

ADDENDUM RECEIPT

The receipt of the following addenda to the specifications, if issued, is hereby acknowledged:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES [or use the term **CONSULTING SERVICES, or ENGINEERING SERVICES, or other appropriate descriptive title**] 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.

[You may include other, more specific recitals if you believe it will help provide a context and therefore correct interpretation or easier administration of the agreement.]

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

AGREEMENT:

Scope of Service.

[Option 1: Specify here the services to be provided. For example: "Consultant agrees to provide legal services to City as requested by the City's City Attorney in conjunction with the acquisition of certain properties through eminent domain proceedings. The manner and timing of such services are to be determined by the City Attorney or any member of the City Attorney's staff designated in writing to act for the City Attorney."]

[Option 2: Refer to services specified in an attachment. For example, "Subject to the terms and conditions set forth in this agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A."]

Compensation. City hereby agrees to pay Consultant: **[Remaining provisions of this section depend upon negotiated agreement between the parties. Payment may be by a lump sum payable at the commencement or completion of work, at an hourly rate, upon completion of different phases of the work, or by some other arrangement. Also, travel and incidental expenses may or may not be compensated by the City. Specification of a cap can be useful. For instance: "Total compensation for Consultant's services and expenses incurred pursuant to this agreement shall not exceed the sum of _____."** Last, you may or may not wish to require submission of logs or time sheets to verify costs and expenses. Copies of contracts with different approaches to compensation provisions are available in the City Attorney's Office.]

Effective Date and Term. The effective date of this agreement is _____ **[Except in very unusual circumstances and with specific written approval of the City Attorney and City Manager, the effective date inserted should not precede the date the agreement is fully executed]** and it shall

terminate no later than _____. **[If the termination date is later than the end of the fiscal year, the agreement must provide that continuation of the agreement beyond that date will be contingent upon lawful encumbrance or appropriation of new funds.]**

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. **[Language in this section depends upon means of compensation specified in section (2) above. For example, where compensation is on an hourly basis, and on-going, the following language may be used: "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." The following may also be appropriate if there is a maximum payment (a "not to exceed" amount) in (2): "In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in section (2)() {insert in the second set of parentheses the subsection designation, typically it is (c), in which the payment limitation is provided in section (2)}."]**

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 **[insert here the appropriate title such as City Manager, Director of Public Works, etc.]**. **[This section of the standard form of agreement should only be used when you want to designate a specific person to perform or supervise the services called for in the agreement. If you use the standard form of agreement in disk form, note that the automatic numbering feature of WordPerfect has been used so that if you delete this section the following sections will automatically be renumbered for you.]**

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 **[insert here the title of the appropriate City official to make this determination]**. **[If the consultant will not be using a subcontractor that you have already approved, go directly to the sentence in regular type face that follows. If you have approved the use of one or more subcontractors, insert the following prefatory clause without using the quotation marks: "Except for the subcontract with (Name) for (type of service provided by subcontractor) as specified in section () {fill in the appropriate number} of this agreement {or use a paragraph # in Exhibit A, if that is the more appropriate reference for the**

specific contract you are drafting},"] Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's [insert here the title of the appropriate City official to make this determination].

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 B:XI.
 - (xi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.
- (c) Professional Liability. 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 or secure appropriate endorsements.

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

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

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

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

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

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

Termination. [Specify here the termination provisions appropriate for the agreement. One example is: "This agreement may be terminated by the City immediately for cause or upon fifteen days written notice without cause." Another example is: "This agreement may be cancelled at any time by City for its convenience upon written notification to Consultant." Next, insert a clause concerning payment for services rendered prior to termination. Language of this provision will depend upon how compensation is provided by section (2) above. For example, where hourly compensation is contemplated, the following language may be applicable: "In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Consultant's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this agreement."]

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

To Consultant: (Consultant)
(Address
_____)

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

[Note: The City Manager may authorize notice to a subordinate staff member at his or her discretion. You should not revise the designation of the City Manager as the official to receive notice under an agreement without having the City Manager's explicit authorization to do so.]

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

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

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. **[In some agreements, particularly agreements for engineering design products, you may wish language such as: "All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design."]**

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

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

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

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

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

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

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

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

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

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

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

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

Liquidated Damages. The parties to this agreement agree that, in the event that the services described in this agreement are not completed on time, City will sustain damage and that it will be impracticable and extremely difficult to ascertain the actual damage which City will sustain. In the event that Consultant fails to complete all of the services described in this agreement on or before the completion dated listed in section ___ above, or within the period of any authorized extension, Consultant shall pay as and for liquidated damages, the sum listed in section ___ above for each calendar day that completion is delayed. **[Whether or not to use this provision is determined on a case-by-case basis.]**

Whole Agreement. This agreement has twelve **[insert here the number of pages of the agreement if different from 12]** pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

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

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

CONSULTANT

Dated: _____

By

Its

CITY OF HAYWARD

Dated: _____

By _____
Fire Chief

Dated: _____

By _____
City Manager

Attest: _____
City Clerk

Approved as to Form and Procedure:

City Attorney

- Attachments:
- Exhibit A:** Scope of Work and Billing Rate, consisting of 1 page
 - Exhibit B:** Monthly Invoice, consisting of 1 page
 - Exhibit C:** Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons, consisting of 1 page

CITY OF HAYWARD

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

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

1.00 Legal Relations and Responsibilities

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

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

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

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

1.04 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. 11/15/99)

Dispatch SWOT Analysis June 8, 2021

STRENGTHS

- A two-discipline dispatch center allows for better service
- Maintain local control
- Hayward City Council and admin supports investment to improve the HCC
- Staff is loyal, hardworking, dedicated, talented, passionate, experienced, motivated, and adaptable
- There is a political will to fund improvements
- Commitment from leadership to support and implement changes
- CALEA accredited center
- Able to handle high call volume
- The HCC answers 98% of all 911 calls within 10 seconds
- Good relationships exist between line staff and management
- Quality assurance program

WEAKNESSES

- Insufficient staffing levels and staff burnout
- Outsourcing EMD and cold transfers
- Long shifts
- Outdated industry best practices and SOPs
- Insufficient level of fire dispatch training – initial and ongoing
- Inability to hire quality personnel
- Training
- Lack of integrated training with HFD similar to county RIC drill
- Inadequate staffing on Fire channels resulting in unsafe practices
- Space/facility layout
- Communication between Fire & Police
- Not enough dedicated fire dispatch personnel
- Succession planning: 6 employees retirement-eligible by 2022, including two supervisors
- Roadblocks with HR
- Organizational structure
- The majority of the staff has <5 years of mentoring and growth
- Vacancies/inability to staff up/turnover

Opportunities

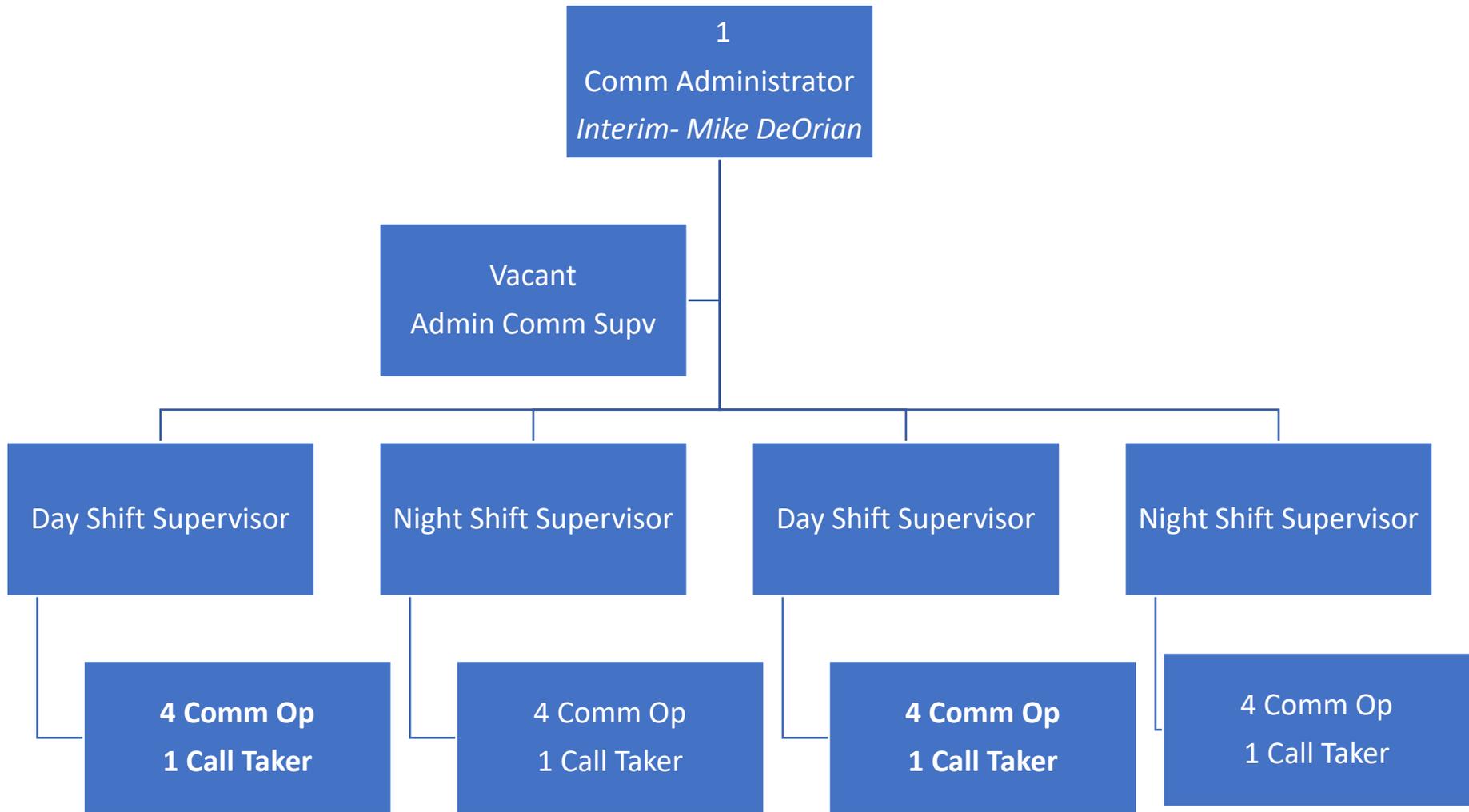
- Center of Excellence
- Improved regional representation
- Op Area Dispatch Center "Backup" Region II
- Contract services to other jurisdictions
- Implement EMD

- Equipment upgrades
- Efficient staffing model to mitigate staff burnout
- New roles in supporting ops goals (e.g., EMD, mental health triage)
- Growth model
- More and better training
- HCC facility expansion
- Public education campaign
- Expand capacity
- Equity adjustments in staff pay for future recruitment
- Staff growth and development opportunities
- Strategic plan development
- More authority and empowerment (employee engagement survey)
- Collaboration (employee engagement survey)
- Respect and recognition (employee engagement survey)
- Community acceptance
- Funding
- Slow and cumbersome recruiting process (HR)

Threats

- Staffing
- Resistance
- Technology
- Training
- Policy decision-making by those who aren't experienced/informed
- The politicization of public safety
- Recruitment/retention difficulty
- Lack of support re: personnel matters
- Funding
- Inconsistent direction/decision-making from other City departments
- Constant leadership changes – inconsistency
- Political agendas
- Distracted from the primary role of the dispatch center
- Rumors/gossip
- Flawed recruiting timelines and results
- Low community satisfaction
- Unrealistic Council expectations
- Failing to evolve/inability to meet community needs
- Low morale
-

Attachment D



Allocated Staffing:

Administrator: 1

Communications Supervisor: 5 (1 Administrative Special Assignment)

Communications Operator: 19

Call Taker: 8

Part Time/Per Diem: 3

Current Vacancies:

Administrator : 1

Supervisor: 0

Comm Op: 1

Call Taker: 4

HAYWARD POLICE DEPARTMENT

CHIEF OF POLICE
Chief Toney Chaplin

Office of Accreditation
Policy, Planning & Research
Scott Turner

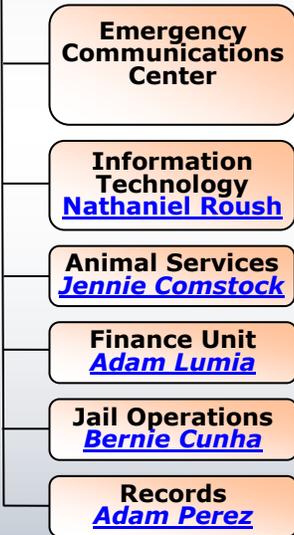
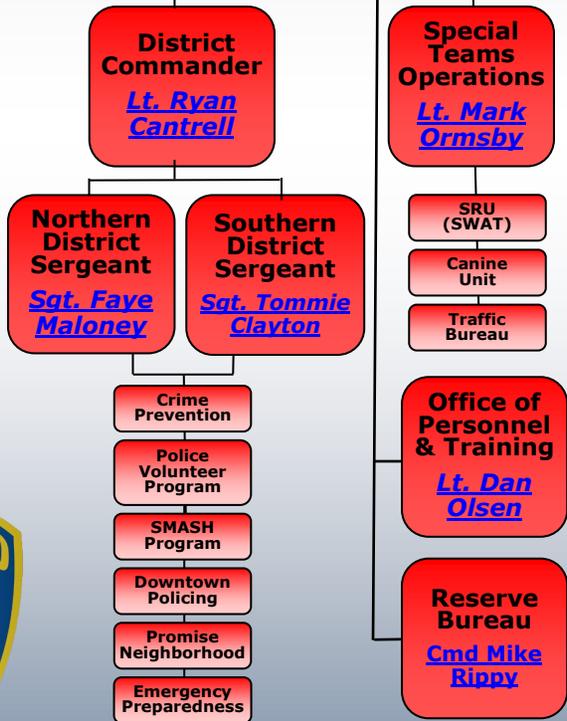
Internal
Affairs Unit
Lt. Mike Woods

**INVESTIGATIONS
DIVISION**
A/Captain Ken Forkus

**PATROL
DIVISION**
Captain William Deplitch

**SPECIAL OPERATIONS
DIVISION**
Captain Bryan Matthews

**SUPPORT SERVICES
DIVISION**
Manager Jeannie Quan



Organization
Chart

February
2020

EXCELLENCE
&
ACCOUNTABILITY

**Implementation Plan for Projects
Recommended for Immediate
Implementation**

Attachment E

Implementation Plan for Projects Recommended for Immediate Implementation

| # | Project | Estimated Cost & Funding Source(s) | Executive Sponsor | Timeline & Immediate Next Steps |
|---|---|---|--|--|
| 1 | Dispatch Needs Assessment and Capacity Improvement | <p>\$65,000 *can be increased with expanded scope of work (Staff estimates that the study will cost up to \$65,000. Study recommendations may include additional staffing, training, or equipment. Staff will return to Council with additional funding needs as needed)</p> <p>Source: Police Officer Vacancy salary savings</p> | City Manager, Fire Chief, Police Chief | <p>Convene working group, issue RFP for study.</p> <p>Hire consultant by Q1 FY 22.</p> |
| 2 | Mobile Mental Health Response Team | <p>\$900,000 (\$600,000 for 1-year 40-hour medic, clinician, and counselor positions, \$300,000 for equipment, training, and vehicle lease)</p> <p>Source: Police Officer Vacancy Salary Savings</p> | Assistant City Manager, Police Chief, Fire Chief with YFSB Administrator | <p>Convene working group, clarify program model (e.g., scope, hours of operation, regulatory compliance, reporting structure, etc.), work with bargaining groups and Personnel Commission to develop/modify job classification specifications, recruit and hire staff.</p> <p>Job specifications to go before Personnel Commission in July. Recruitment to launch following approval with target hire date of October 1.</p> |

**Implementation Plan for Projects
Recommended for Immediate
Implementation**

| | | | | |
|----------|---|--|--|--|
| 3 | District Command Behavioral Health Clinician | <p>\$150,000</p> <p><u>Source:</u> Police Officer Vacancy Salary Savings</p> | Assistant City Manager, Fire Chief, Police Chief with YFSB Administrator | <p>Convene working group, identify reporting structure and job duties, work with bargaining groups and Personnel Commission to develop/modify job classification specifications, recruit and hire staff.</p> <p>Job specifications to go before Personnel Commission in July. Recruitment to launch following approval with target hire date of October 1.</p> |
| 4 | Behavioral/Mental Health Coordinator | <p>\$178,600</p> <p><u>Source:</u> Police Officer Vacancy Salary Savings</p> | Assistant City Manager, Fire Chief, Police Chief with YFSB Administrator | <p>Convene working group, identify reporting structure and job duties, work with bargaining groups and Personnel Commission to develop/modify job classification specifications, recruit and hire staff.</p> <p>Job specifications to go before Personnel Commission in July. Recruitment to launch following approval with target hire date of October 1.</p> |

**Implementation Plan for Projects
Recommended for Immediate
Implementation**

| | | | | |
|----------|---|--|------------------------|--|
| 5 | Expand Shelter Options & Outreach | Funding for this project is being considered in the context of the Let's House Hayward Strategic Plan. | Assistant City Manager | The Let's House Hayward Plan will go before the Housing & Homelessness Task Force on June 3, 2021 and is anticipated to return to City Council on July 20, 2021. |
| 6 | Community Services Officers Respond to Property Crimes | This project can be incorporated into existing budgets and staff time, though it may require reprioritizing workloads. | Chief of Police | Convene working group, identify changes to internal policies, work with bargaining groups and Personnel Commission to develop/modify job classification specifications. Train staff and launch program. Job specifications to go before Personnel Commission in July. Training to begin following approval. |
| 8 | Neighborhood Participatory Budgeting | \$350,000 Source: Stimulus funds | Finance Director | Staff will incorporate this process into the FY22 City Hall to You program, which is relaunching in July 2021. If approved by Council, the webpage for this project will launch by August 1, 2021. |
| 9 | HPD Training Curriculum Working Group | This project can be incorporated into existing budgets and staff | Assistant City Manager | Convene working group, identify scope and |

**Implementation Plan for Projects
Recommended for Immediate
Implementation**

| | | | | |
|-----------|---|---|---|--|
| | | time, though it may require reprioritizing workloads. | (reclassified position to be proposed in FY 22 budget) | regulatory limitations, work with community to understand interest level, desired format, and recruitment strategy. Community outreach and scoping for this project will continue into Fall 2021. Staff anticipates convening the working group in Winter 2021. |
| 17 | Community Feedback and Complaint Liaison | \$70,000 for a one-year contract, with a set amount for startup costs and an hourly rate. If the pilot does not demonstrate community interest after six months, then staff will cease the contract and return any remaining funds to the General Fund. | Assistant City Manager (reclassified position to be proposed in FY 22 budget) | Identify key features and integrations with existing systems, research comparable programs in other jurisdictions, develop a scope of services in preparation for issuing an RFP in Q1 FY 22. |