



REQUEST FOR PROPOSAL CITY OF HAYWARD

RFP #042310 FIRE STATION ALERTING SYSTEM for the following locations:

- | | | |
|-------------------------------|-------------------------------------|---------------------------|
| 1. | Police Department (Dispatch Center) | 300 West Winton Ave |
| 2. | Fire Administration (City Hall) | 777 B Street |
| 3. | Fire Training Center | 1401 West Winton Ave |
| Front Line Staffed Apparatus: | | |
| 4. | Station 1 | 22700 Main Street |
| 5. | Station 2 | 360 Harder Road |
| 6. | Station 3 | 31982 Medinah Street |
| 7. | Station 4 | 27836 Loyola Avenue |
| 8. | Station 5 | 28595 Hayward Blvd |
| 9. | Station 6 | 1401 West Winton Ave |
| 10. | Station 7 | 28270 Huntwood |
| 11. | Station 8 | 25862 Five Canyon Parkway |
| 12. | Station 9 | 24912 Second Street |

Bids must be received
no later than:

Thursday, May 13, 2010 @ 4:00 pm

Deliver bids to the office of Purchasing Manager
777 B Street, Hayward, CA 94541

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Attachments:

A – Current Alerting System Description

B – Fire Station Building Diagrams

C – Current Alerting System Block Diagrams

To be completed and returned along with the bid form:

- Designation of Subcontractors
- Acknowledgement of Addenda
- Signature Affidavit for Non-Collusion
- Bidder's Reference and Statement of Experience
- Contractor's Certificate Regarding Worker's Compensation

Additional Information:

City of Hayward Living Wage Provision

Nondiscriminatory Employment Practices & Affirmative Action Certification

NOTE: The Table of Contents is to be made a part of the above referenced bid.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

No bid proposals shall receive consideration by the City of Hayward for **RFP #042310** unless made in accordance with the following instructions:

It is the responsibility of the bidder to assure that the bid is received at the City of Hayward prior to the bid-opening deadline date and time. Bids received beyond the bid-opening deadline will not be accepted and will be returned unopened. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this RFP, will be rejected.

All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.

Erasures are NOT acceptable. Changes must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative. Use of correction fluid or tape is not acceptable.

All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the Bid Form.

City of Hayward, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.

Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.

Telephone or facsimile bids will NOT be accepted.

By submitting a response to this RFP, Bidder acknowledges and accepts the City of Hayward's standard terms and conditions.

DEADLINE FOR RECEIPT OF PROPOSALS

Bid proposals must be sealed and filed at the office of the Purchasing Manager located at 777 B Street, Hayward, CA 94541 no later than **Thursday, May 13, 2010 at 4:00 pm**. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

BIDDERS CONFERENCE

The layout for each fire station is unique and will have different requirements. A tour of the facilities is scheduled for Monday and Tuesday, May 3rd and 4th, 2010 starting at 9:00 a.m. on May 3rd. It is anticipated May 3rd will be an all-day tour, and could take up to approximately 8 hours, while May 4th is reserved to cover any sites we do not complete on May 3rd. Lunch will not be provided. The tour is not mandatory; however, we believe it will provide critical insight into our current facilities and alerting capabilities. If you plan to attend, please come to Fire Station 1, 22700 Main Street, Hayward, CA 94541. Please RSVP to Zack Sterngold at zsterngold@deltawrx.com of your intent to attend.

CONTACT

Any administrative questions regarding bidding procedures should be directed to:

Jasmine Gacusan, Purchasing Mgr (510) 583-4802; Jasmine.Gacusan@Hayward-ca.gov

Maria Carrillo, Purchasing Assistant (510) 583-4800; Maria.Carrillo@Hayward-ca.gov

Questions relating to the project management may be directed to:

Clancy Priest, Technology Services Dir (510) 583-4861, Clancy.Priest@Hayward-ca.gov

Zack Sterngold, Project Consultant (310) 666-6741, zsterngold@deltawrx.com

Questions relating to site inspection may be directed to:

Vic Avila, Facilities Manager (510) 583-4820, Vic.Avila@Hayward-ca.gov

Mark Bennett, Deputy Fire Chief (510) 583-4950, Mark.Bennett@Hayward-ca.gov

Questions relating to the New World CAD system may be directed to:

Desi Calzada, Comm Manager (510) 293-7181, Desi.Calzada@Hayward-ca.gov

LAST DAY FOR QUESTIONS

The last day to submit questions to the Project Consultant is **Friday, May 7, 2010 @ 5 pm**. This will allow sufficient time for any addenda to be issued by the City to all bidders. All questions must be submitted in writing via email to:
zsterngold@deltawrx.com

MODIFICATIONS

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

WITHDRAWAL OF BID PROPOSALS

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et. seq.

ADDENDA OR BULLETINS

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

AWARD OF CONTRACT

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

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

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

SELECTION PROCESS

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.

The review committee for each location will use the following criteria to evaluate the proposals:

<u>Criteria</u>	<u>Points</u>
1. Vendor Capability	40
2. Cost Proposal	35
3. References (include at least 3 local municipalities)	25

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

This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the proposers and the Facility Division. By submitting a response to this RFP, the successful Proposer agrees to execute an Agreement with the Facility Division. The City of Hayward reserves the right to negotiate any and all items of this Agreement, including the Term, Scope of Services and Compensation.

FAILURE TO PERFORM

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

CESSATION OF FUNDING

In the event that funding for this Contract ceases, this Contract is terminated without notice.

BID PROTEST

Should any bidder question or protest the award of the contract to the apparent low bidder, such question or protest must be furnished in writing to the Purchasing Manager no later than five days following the date of the bid opening. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

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

REJECTION OF BIDS

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

EXECUTION OF CONTRACT

The successful bidder shall, within seven (7) working days of receiving notification of award of the contract, must sign and deliver to the City the executed contract along with appropriate bonds and insurance, if required. In the event the bidder to whom an award is

made fails or refuses to execute the contract within ten (10) calendar days, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

TERMS OF CONTRACT

The contract may be terminated by either party upon 30 days prior written notice. If the contractor's non-compliance with the contract is of a serious nature resulting in a dangerous situation for the public, City personnel, or a City facility, the City may immediately suspend the contract until it can be determined by the City if the contract is to continue or be terminated.

GOVERNING LAW AND VENUE

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

TRANSFER OF INTEREST

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

WORKERS' COMPENSATION

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

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

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

Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

LIVING WAGE

The contract for Fire Alerting services is subject to the requirements and provisions of the Hayward Municipal Code (HMC), Chapter 2, Article 14, the "Hayward Living Wage Ordinance." The Contractor agrees to conduct his business in accordance with the requirements of this Ordinance a copy of which is attached hereto.

The Living Wage is subject to annual adjustment each July 1 to reflect the change in the Bay Area Consumer Price Index for the twelve-month period preceding April 1. The following are the **Living Wage Rates effective 07/01/2009:**

Required Wage per hour, with health benefits	\$10.41
Required Wage per hour, without health benefits	\$12.01
Medical Benefits	\$1.63

PROOF OF CARRIAGE OF INSURANCE

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

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

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

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

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

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Commercial General and Automobile Liability Insurance

The Contractor shall take out and maintain in the name of the Contractor and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, and its officials,

officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and

Insurance Service Form Number CA0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability Insurance: \$1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- **The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.**
- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".
- The policy must cover Personal Injury as well as Bodily Injury.
- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. MUST BE ELIMINATED from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- 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.
- A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.
- The policy must include a cross liability or severability of interest clause.
- Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.
- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least **thirty (30) days** prior written notice by certified mail.
- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI
- The policy covers use of Non-owned Autos;

Should any insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the City

may procure such insurance and deduct the cost thereof from any amounts due to the Contractor.

Insurance is to be placed with insurers acceptable to the City of Hayward's Legal Department.

INDEMNIFICATION

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

PUBLIC RECORDS

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

PROPOSAL REVIEW

Each proposal will be subject to a four-step review process to determine responsiveness to the RFP requirements:

Stage I – Staff Review: RFP Compliance

Proposals will be screened to determine eligibility for further evaluation. This is a pass/fail evaluation. To pass the RFP compliance review, the applicant must have included all required proposal components. Proposals that do not pass this review will be considered non-responsive and will not be eligible for further consideration.

Stage II – Fiscal Evaluation

Each proposal that passes the staff review will be reviewed for fiscal consideration.

Stage III – Program/Project Evaluation

Proposal will be evaluated by sub-committee directly associated to the site/location.

MANDATORY RFP SUBMISSION REQUIREMENTS AND INSTRUCTIONS

I. Submission Requirements and Instructions

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

- a) All bidders shall submit one (1) original proposal package AND five (5) complete copies for each proposal, under sealed envelope, by mail or hand-delivery to the address shown on the front of this Request For Proposal (RFP#042310). Each submission must be marked on the outside with the Company's name and the RFP#042310. Postmarks are

NOT acceptable, nor are faxed or electronic submissions. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

- b) Proposals and required attachments shall be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions. All costs incurred in the preparation of a proposal will be the responsibility of the bidder and will not be reimbursed by the City.
- c) All required submittals attached to this RFP must accompany bid proposal.

II. Proposal Outline and Content

Assemble and submit each proposal in the order below and address the required content/questions. The order in which items are presented is important, as proposal evaluators will follow this order. Refer to proposal evaluation criteria to assure adherence and responsiveness to scoring requirements.

IT IS HIGHLY RECOMMENDED THAT ALL INFORMATION IN THE PROPOSAL IS PRESENTED IN THE FOLLOWING SEQUENCE:

- 1) Table of Contents
- 2) Cover Sheet. This sheet will serve as the cover of your proposal. Signed by an officer authorized to bind the company.
- 3) One-Page Project Summary. Begin with a brief summary of the proposal. This summary should concisely describe the project, its goals, and the proposed plan of implementation.
- 4) Company Description/Capability (not to exceed 3 pages)
 - Brief history of the company that includes the date of establishment and examples of relevant prior bids and current customers of similar attributes to the City of Hayward.
 - State how many customers were served by your company during 2007-2010
 - Describe your experience and capacity to manage projects of the size and scope proposed.
- 5) Project Description (not to exceed 10 pages)
 - Describe the proposed approach to implementation and the rationale for the approach per location. You may provide evidence or examples that indicate this approach is “best practice”.
 - Briefly describe the overall goals and the key activities of the proposed project.
 - Identify relevant organizations whose cooperation/participation is necessary to ensure mission is achieved.
 - Discuss timeline for service implementation.
 - Informational content
 - ✚ Ability to provide, beginning on effective date of contract and continuing during the term of the contract, from proposer’s own organization, an adequate number of permanently staffed, qualified personnel.
 - ✚ A list of personnel presently employed by the contractor who would be part of the project.

- ✚ Detailed employment resumes for supervisor personnel proposed for assignment to work under the contract. Resume shall include name, title, duties, length of employment, responsibilities, experience, and background.

6) Staffing, Subcontractor and Consultant Qualifications

Describe all current and/or projected number of staff that will work on this project by job titles, estimated percent of time, and experience they have had in planning and implementing similar account. Include their experience in security service provision. If you are proposing a subcontractor(s) for any portion of the services, include their staff qualification and duties assigned. If applicable, include the subcontractor's organizational chart illustrating their relationship between your (lead) agency and all projects staff and partner/subcontractors.

SCOPE OF SERVICES

The City of Hayward Fire Department has nine fire stations. Each is staffed 24/7. Each fire station currently receives alert dispatch notification via an Internet Protocol (IP) network. The internet Protocol (IP) network receives messages from the PRC CAD System. Command signals sent to the fire station by dispatch will activate relays/timers which in turn activate devices i.e., station lighting, audio, strobes, chimes, stoves/BBQ, apparatus bay exhaust, close man doors, city street intersection red and caution lights. In addition, a Motorola radio Quik Call Tone method can be utilized as a backup should there be a loss of Internet Protocol (IP) network connectivity. In this case, Quik Call tones sent by the dispatcher radio to single or groups of fire stations, will activate its Max Trac base station radio which in turn activates all alerting devices. The duty BC's portable radio is a Quik Call paged every time he/she is alerted for an emergency response. Currently the City is going through an implementation process with New World Systems for CAD and expects to be online with it by the time fire station alerting systems would be installed in early to mid 2011.

The Fire Department generally desires an alerting system that functions in a similar manner to the current system. However, the current system is based on antiquated technology and has limited support. It is anticipated that the new system will be based on the operational profile of the current system, but with new hardware, updated facility wiring, additional notification and feedback capabilities and integration with the City's new CAD system.

Each fire station will have an alerting system that notifies all on duty personnel of emergency incident dispatch information in a manner that promotes the fastest turnout times with reduced firefighter stress. The system must be compatible with current dispatch technologies and methodologies which will utilize the New World CAD System to provide the IP alerting. This system must also not require more than two steps for a dispatcher to operate the system using their Positron Power Radio Console.

The layout for each facility is very different and each will have different requirements with regards to audio, lighting, wiring and functionality needed. Attachments A, B and C provide additional detail regarding our current fire alerting capabilities and configuration.

The City of Hayward Fire Department seeks to achieve a fully implemented fire station alerting system in consideration of the following provisions:

1. The System shall be compliant with NFPA 1221, "Standards for the Installation, Maintenance, and Use of Emergency Services Communications Systems" and all applicable local codes, amendments, and ordinances.
2. Describe capabilities to automatically notify units in the field of station alerts. Units are equipped with portable and mobile radios and a personal computer/Mobile Data Computer, which will be running the New World Systems mobile CAD application with wireless connectivity.

3. The system controller shall be optionally capable of handling multiple audio sources including the existing UHF and VHF for triggering station alerts when IP connectivity is lost.
4. The ability to notify stations when network connectivity is unavailable.
5. Audio and light levels shall be controllable by time of day and location and shall allow for the progressive ramping up of levels at set times. Audio and Lights shall reset after *two minutes of time of alarm*.
6. Provide electrical and wiring upgrades as required to meet all performance criteria. List electrical work as a separate itemized price.
7. The system shall allow for the monitoring of radio traffic both inside and outside. A manual (on/off) control switch for outside speakers shall be provided in the Captains office of all Fire Station sites. (Outside speaker switch for BC's office and City Hall not required)
8. The system shall allow for at least twelve (12) specific and distinctive pre alert tones to be assigned to specific types of responses and stations in addition to dispatcher's voice. As described in Attachment A, alerting chimes shall also sound after voice dispatch.
9. The system shall allow for integration and control of all current sensors and relays listed in Attachment A plus additional sensors that may be deployed as part of this implementation or in the future.
10. Include pricing for provision of address notification boards at the front of the bay doors.
11. Upon receiving a specific notification from dispatch, stations shall be wired so that apparatus bay lights and exhaust fans shall automatically come on and remain on for two minutes unless a manual reset button is activated. Stations are currently configured to allow this functionality as described in Attachment A.
12. The system shall allow for authorized personnel to make changes on-site at stations to modify system timers.
13. The system shall provide a reset switch(s) centrally located within Captains Office areas of all stations except Fire Station One where an additional reset switch on the ground floor shall be installed that will turn off the alert lights and reset the audio path in the event of an alarm mistake.
14. The system shall offer a low voltage (no greater than 70 volts) speaker/light combination unit. Speakers must be able to provide sufficient audio levels to be heard clearly throughout station and yard area. Secondary speaker (s) shall be installed with its own separate volume control switch at Fire Stations 2,3,4,6,7,& 9 for monitoring AM/FM disaster broadcast . Currently Fire Station 1 & 8 has this capability.

15. State power requirements or recommendations including generator and uninterrupted power supply specifications required to support high availability alerting.
16. The system shall be capable of adding other stations or jurisdictions assuming purchase of their own station hardware and connectivity to the specified fire dispatch center.
17. Station alerting shall be triggered directly from the New World Systems CAD application. The initial alert signal shall be sent upon dispatcher acceptance of the recommended unit. A second signal to trigger “chimes” shall be entered manually by dispatchers using the CAD application. The Mobile Data Computers shall trigger the third signal upon return of the unit to quarters. Include pricing to accommodate an interface to New World Systems CAD for this functionality.
18. All components installed at specified sites shall be hardened and secure for earthquakes.
19. Describe any redundancy component to assure that dispatch knows station alerting took place. A notification at the station is desirable if the alerting system is using the back-up radio source rather than the preferred IP network. System must have the ability to notify the station if IP network connectivity is lost between 911 dispatches and the station. Notification must be audible and independent of any outside input.
20. The system shall operate from the primary 9-1-1 communications center and optionally have the ability to operate from a backup 9-1-1 system (i.e. neighboring jurisdiction 9-1-1 dispatch center). Operation from a back-up 9-1-1 system can be accomplished from a control panel, and does not need to be controlled directly via a CAD application.
21. If maintenance of system is required it shall not impact the overall operation and reliability of the system.
22. Describe system maintenance protocols and any negative impact upgrades or maintenance will or could have on daily operations
23. The system shall have the capability of receiving alerts from multiple redundant sources including network and radio systems. Explain the number of networks that can automatically trigger alerts without manual intervention and any applicable limitations.
24. All equipment must be installed in specified rooms in such a manner that it does not inhibit any normal functions. All cabling shall be installed in accepted conduit so as to prevent cable damage.
25. The system shall be of modular design so that additional devices can be controlled at facility i.e. additional bay doors, additional company’s which may be added to the configuration.
26. The City is interested in purchasing a system that is capable of expanding. While we currently require alerting capabilities for 12 individual sites, the vendor shall describe the

expansion capabilities without changing the quoted control equipment. If master control equipment needs to be modified, the vendor shall clearly describe that in their documentation

27. Fire Stations to be equipped with a public address capability.
28. Describe capability to have Fire Stations equipped with music system shall mute when station alerting system is activated. It is optionally desirable to have station television also mute upon station alerting system being activated.
29. Cost of installing secondary alerting system at Fire Station Six training & Fire Station Seven
30. The system shall provide station light alerting sticks (number and location to be provided) for all Fire Stations.
31. All products shall be new and delivered in original manufacturer's packaging.
32. The system shall have a minimum one-year warranty on all parts and labor with the option for coverage through years 2 – 5. Please explain the manufacturer warranty
33. As an option, please propose installation of large flat screen monitors (40-60") in all 9 stations and Fire Admin to display call at all times.

INDEPENDENT CONTRACTORS

It is further understood that the contractor, and his employees, in performing this contract operates as an independent contractor and not as an employee or agent of the City.

ASSIGNMENT

Contractor shall not assign the contract in whole or in part.

PAYMENT BY THE CITY

All service performed will be paid at the contract price. Payments by the City shall constitute complete compensation to the contractor for his services hereunder including all supervisory, overhead, general administrative expense and profit. Upon receipt of proper invoice, contractor shall be paid monthly in arrears at the contracted rates for the total hours of services furnished.

****RETURN THIS SECTION WITH YOUR PROPOSAL****

PRICE PROPOSAL FORM
FOR
FIRE STATION ALERTING SYSTEM

TO: THE CITY OF HAYWARD

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offer or, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with BID #042310, all in strict conformity with the specifications and other contract documents, including ADDENDAS nos. _____, and _____, on file at the Office of the Purchasing Manager of the City of Hayward.

The full lump sum contract price offered, in accordance with this Request For Proposal, is:

1.	Police Department (Dispatch Center)	\$_____
2.	Fire Administration (City Hall)	\$_____
3.	Fire Training Center	\$_____
4.	Station 1	\$_____
5.	Station 2	\$_____
6.	Station 3	\$_____
7.	Station 4	\$_____
8.	Station 5	\$_____
9.	Station 6	\$_____
10.	Station 7	\$_____
11.	Station 8	\$_____
12.	Station 9	\$_____
TOTAL		\$_____

(TOTAL IN WORDS)

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

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: ____ ZIP: _____

BILLING ADDRESS: _____

CITY: _____ STATE: ____ ZIP: _____

TELEPHONE: _____

EMAIL: _____

FEDERAL ID# _____

INCORPORATED ____yes ____no STATE OF INCORPORATION ____

REGULAR BUSINESS HOURS:_____

SERVICE MANAGER'S NAME:_____

TELEPHONE (Office) _____ (Cellular/Mobile) _____

CUSTOMER SERVICE PROBLEMS/QUESTIONS SHOULD BE DIRECTED TO:

_____ contact # _____ (regular hours)

_____ contact # _____ (off hours/holidays)

In the event of an emergency or declared disaster, the following information is required:

NAME OF CONTACT _____

TELEPHONE (Office) _____ (Cellular/Mobile) _____

EMAIL ADDRESS _____

SIGNATURE: _____ NAME: _____
(Authorized Agent) (Please Print)

TITLE: _____

DATE: _____

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

*****RETURN THIS SECTION WITH YOUR PROPOSAL*****

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

*****RETURN THIS SECTION WITH YOUR PROPOSAL*****

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

☐ None	☐ No. 3
☐ No. 1	☐ No. 4
☐ No. 2	☐ No. 5

(Check Appropriate Space(s) for Addenda Received)

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID.**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is of _____ the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____
(Authorized Agent)

NAME: _____
(Please Print)

TITLE: _____

DATE: _____

*****RETURN THIS SECTION WITH YOUR PROPOSAL*****

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE (2 pages)

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will-fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references:

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$ _____

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$ _____

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$ _____

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$ _____

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

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Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$

Approximate Cost

Company Name

Contact

Address

Telephone Number

Brief Description of Project:

Project date

\$

Approximate Cost

*****RETURN THIS SECTION WITH YOUR PROPOSAL*****

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.’

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

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)

ORDINANCE NO. 99-03

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

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

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

- a. The City awards many contracts to private firms which provide services and labor to City government and to the public.
- b. Experience indicates that many City contractors who provide services and labor pay their employees of wages at or slightly above the minimum required by federal and state minimum wage laws.
- c. Payment of inadequate compensation does not provide affected employees with resources sufficient to afford a decent standard of living in Hayward.
- d. The City intends to require contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.
- e. Based upon public comment, testimony and studies, the City Council finds that the wage levels set by this ordinance are minimum compensation levels required to afford a decent standard of living in Hayward.

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

ARTICLE 14
HAYWARD LIVING WAGE ORDINANCE

Section 2-14.010 Title and Definitions.
Section 2-14.020 Applicability of Hayward Living Wage Ordinance Requirements.
Section 2-14.021 Subcontracted Work.
Section 2-14.030 Notifying employees of their potential right to the federal Earned Income Credit.
Section 2-14.040 Enforcement.
Section 2-14.050 Administration.
Section 2-14.060 Coexistence with other available relief for specific deprivations of protected rights.
Section 2-14.061 Application to City of Hayward Employees.
Section 2-14.070 Supersession by collective bargaining agreement.
Section 2-14.080 Severability.

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

- (a) “City” means the City of Hayward and its employees and officials, including those City employees authorized to award a service contract on the City’s behalf.
- (b) “City Manager” means the City Manager and his/her delegates and representatives.
- (c) “Employee” means any individual employed by a service contractor on or under the authority of any contract for services with the City or proposal for such contract.
- (d) "Health Benefits" means the payment of no less than one dollar and twenty-five cents (\$1.25) per hour toward the cost of health and medical care insurance for employees and their dependents.
- (e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.
- (f) "Service Contract" means any contract with the City, including a purchase order, for an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000), for any of the following services:
 - (i) Automotive repair and maintenance,
 - (ii) Facility and building maintenance,
 - (iii) Janitorial and custodial,
 - (iv) Landscaping,
 - (v) Laundry services,
 - (vi) Temporary personnel,
 - (vii) Pest control, or
 - (viii) Security services.
 - (ix) Social Service Agencies.

(g) “Service Contractor” means any contractor who seeks or has been awarded a Service Contract subject to this Ordinance. For the purposes of this Ordinance, the term “Service Contractor” shall include all subcontractors retained by a contractor to perform any or all of the functions covered by a Service Contract subject to the herein contained regulations.

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

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

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

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

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

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

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

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

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

(d) Compensated and Uncompensated Days Off. Service Contractors subject to the provisions of this Ordinance shall provide a minimum of twelve (12) compensated days off per year and an additional minimum of five (5) uncompensated days off per year for sick leave, vacation or personal necessity at the employee's request. Full time employees shall accrue compensated days off at the rate of one day per month. Part time employees shall accrue such days at a rate proportional to full time employees.

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

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

SECTION 2-14.040 ENFORCEMENT

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

- (i) For failure to pay the minimum wage required by this Ordinance, the difference between the minimum wage required herein and the amount actually paid to the employee.
- (ii) For failure to pay medical benefits, the difference between the minimum wage required by this Ordinance with benefits and the amount actually paid to the employee.
- (iii) For retaliation for exercise of any rights provided for under this Ordinance, reinstatement, back pay, and/or any other relief that a court may deem appropriate.
- (iv) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action.

(b) Service Contract Requirements. Each Service Contract to which these regulations apply, shall provide that violation of this Ordinance shall enable any aggrieved employee to file an action against the Service Contractor for damage. In addition, such Service Contract shall also indicate that the City has the discretion to terminate the Service Contract and pursue any other legal remedies available to the City if the Service Contractor fails to comply with this Ordinance.

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

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

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

SECTION 2-14.050 ADMINISTRATION

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

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

- (i) The extent to which the benefits required by this Ordinance are accruing to Hayward residents,
- (ii) The extent to which service contractors are complying with this Ordinance,
- (iii) The manner in which this Ordinance is affecting the workforce composition of service contractors,
- (iv) The manner in which this Ordinance is affecting productivity and service quality of service contractors, and
- (v) The manner in which the additional labor costs required by this Ordinance have been distributed among employers, employees and the City.

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

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

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

SECTION 2-14.061 APPLICATION TO CITY OF HAYWARD EMPLOYEES.

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

SECTION 2-14.070 SUPERSESSION BY COLLECTIVE BARGAINING AGREEMENT.

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

SECTION 2-13.080 SEVERABILITY. If any provision of this Article is declared legally invalid by a final judgment rendered a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Ordinance can be enforced in a manner which substantially carries out the objectives of this Ordinance.

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

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

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

AYES: COUNCIL MEMBERS: Jimenez, Hilson, Rodriguez, Ward, Dowling, Henson
MAYOR: Cooper
NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

APPROVED: _____ Mayor of the City of Hayward

DATE: _____

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

_____ City Attorney of the City of Hayward

CITY OF HAYWARD

NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(REV. 11/5/92)

CITY OF HAYWARD

SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

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

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

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

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

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

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

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

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

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

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

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

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

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

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

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

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

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

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

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

6. CONTACT

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

(rev. 06/26/02)