



Request for Proposals

Vendor and Contractor Services for

Green Hayward PAYS[®]

a City of Hayward water and energy efficiency program

KEY RFP DATES

Issue Date: December 13, 2013

Pre-Submittal Meeting: January 10, 2014

Written questions: January 13, 2014

Basic Measure samples received: January 15, 2014

Proposal Due Date: January 24, 2014

Interview Date: February 3, 2014

Department of Public Utilities & Environmental Services

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INTRODUCTION

The City of Hayward (City) is soliciting proposals from qualified firms and organizations to provide products and/or services for Green Hayward PAYS[®], a water and energy (collectively referred to as “resource”) efficiency program to be piloted by the City. The City seeks these services with the intent to select a team of implementers to be contracted to deliver program services for a City Council-approved-pilot (the Pilot) starting in March 2014. City Council approval of the Pilot is anticipated by February 18, 2014.

Hayward is located in Southern Alameda County on the east shore of the San Francisco Bay and occupies an area of about 61 square miles. Hayward’s current residential population is about 150,000. Over 95% of the residential developments, plus almost all industrial and commercial entities, are served by the City of Hayward Water System. The City water system serves about 32,600 connections and delivers an average of 20,000 acre feet of water per year. This includes service to approximately 1,300 multifamily accounts, representing upwards of 13,000 residential units.

Green Hayward PAYS[®] will initially target multifamily properties with a goal to retrofit 2,000 multifamily housing units (i.e., including common areas, hot water distribution systems, grounds and parking areas) in Hayward with an array of resource efficiency measures that will help multifamily property owners reduce their water and energy use. Required vendor and contractor services to meet this goal include:

- *Certified Supplier(s)*: Manufacturers and distributors of the Pilot’s pre-qualified Basic Measures (high efficiency toilets, showerheads, faucet aerators, and LED light bulbs) and Landscaping Measures (weather-based irrigation controllers) will be selected based upon quality, value and performance, using this proposal process.
- *Certified Contractors*: Only Certified Contractors may install measures during the Pilot. There are two types of Contractors in the Hayward Efficiency PAYS[®] pilot: Program Contractors and Customer-Choice Contractors. Program Contractors will be selected by this proposal process and undergo a thorough screening, interview, and references check so that all customers will have access to skilled and trusted contractors selected by Hayward because of their ability to install program measures correctly. Only Program Contractors will be recommended to Hayward customers.

The Pilot will initially have Program Contractors install Basic Measures and Energy Measures. One contractor may propose and be selected to fulfill both contracting roles. It is envisioned the majority of Pilot retrofits will be completed by Program Contractors, though Customer-Choice Contractors, if brought to the program by property owners, are also eligible to become Certified Contractors. To become certified, a contractor must agree to the Pilot’s terms and attend training. Contractor services for landscaping projects (installation of the Hayward-approved weather-based irrigation controller sought through this RFP) are not addressed in this RFP. Any Certified Contractor who has the required California licenses will not be prohibited from bidding on landscaping projects for Hayward multifamily, commercial or institutional customers.

Qualified firms and organizations (bidders) are invited to submit proposals for providing services as described in this request and the accompanying attachments. **Proposals are due by 5:00 p.m.**

on January 24, 2014. Suppliers must provide the City with samples of bid products and with preliminary prices (within 10% of the final bid price) and Contractors seeking to install Basic Measures must provide the City with a sample of proposed toilet seats for review by **January 15, 2014** (Contractor's price for toilet seats will be included in its per toilet labor bid using Attachment F1).

Supporting documents for this request, including a draft Program Design (when available) that will serve as the Pilot's operation manual, may be accessed at <http://user.govoutreach.com/hayward/faq.php?cid=10891> . A draft Program Design will be made available by December 20, 2013. The final Program Design will be issued after review by the City Council, which is anticipated for February 2014.

The City of Hayward reserves the right to reject any or all of the proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interests, to request additional information or clarification from any of the bidders. Contracts will be finalized with winning bidders following City Council approval of the Pilot. In the case that the City Council delays or denies Pilot approval, the City reserves the right to postpone or cancel the Pilot.

PILOT DESCRIPTION

Green Hayward PAYS[®] (the Pilot) is being developed by the City with funding from the Bay Area Regional Energy Network (BayREN). BayREN's funding supports program development and implementation advising, at the direction of the Sonoma County Regional Climate Protection Authority (RCPA) and its PAYS[®] Program Design Team. The City is solely responsible for the final terms and conditions of the Pilot and its operation. At this time, the City intends to act as its own Certification Agent, responsible for day-to-day operations management and oversight of the Pilot. The Pilot's Certified Suppliers and Certified Contractors will contract directly with the City. However, during or even before implementation, the City may delegate operations management and oversight to a Pilot Certification Agent, another entity contracted to the City. In this event, the Pilot's Certified Suppliers and Certified Contractors would be accountable to this Certification Agent as well as the City.

The Pilot's multifamily component is expected to run for one year or until the pilot has served 2,000 multifamily units, whichever comes first. While the City makes no representation that any Hayward multifamily customers will participate or install measures, there is potential for the Pilot to be expanded to operate for more than one year and/or to serve additional multifamily customers or different customer classes.

All program implementers, including any Certified Supplier(s) and/or Certified Contractor(s) selected through this request for proposals, will be required to attend the Pilot's Pre-Launch training, expected to be offered in the first week of March, 2014. The date of this training will be announced in January, 2014.

If bidders are interested in being considered to provide multiple (or partial) services as discussed below, bidders must clearly indicate the services they are looking to provide and should ensure their response addresses all requested details relevant to each service as discussed.

QUALIFICATIONS

The City reserves the right to investigate the qualifications of all bidders under consideration and to confirm any part of the information furnished by a respondent, or to obtain additional evidence of managerial, financial or other capabilities considered necessary.

Bidders interested in being considered to provide services (multiple or partial) for the Pilot should meet the following qualifications:

Certified Supplier

Bidders interested in becoming a Certified Supplier should have at least two years' experience (of the equivalent):

- Supplying one or more of the Pilot's designated Basic Measures (high efficiency toilets, showerheads, and faucet aerators, and LED light bulbs) and/or Landscaping Measures (weather-based irrigation controllers) to program contractors, preferably as part of a resource efficiency program, at its bid price, in a timely manner, and without supply interruptions;
- Handling warranty issues such as drop shipping replacement products to Contractors or customers as appropriate;
- Providing Contractors and program managers with prompt customer service; and

- Managing and maintaining documents that enable tracking of program materials.

Additionally, a prospective Supplier should be able to demonstrate that it and its staff have excellent customer service skills. The Pilot will require Supplier(s) to:

- Allow contractors to return unsold products at no cost and, if requested, to send additional replacement products for which there is high demand;
- Negotiate with Contractors to schedule mutually acceptable deliveries to Contractors and arrange for returns and achieve high customer satisfaction;
- Communicate clearly and effectively with Contractors and customers;
- Manufacture and/or distribute products in accordance with local and state codes, and federal and California laws and regulations as required for the measure(s) provided; and
- Complete all responsibilities enumerated in Attachment E-2, Supplier Agreement.

Certified Contractors

Bidders interested in becoming a Certified Program Contractor should have at least two years' experience (or the equivalent):

- Hiring and managing trained field and office support staff;
- Arranging for program measures and related materials to be delivered and installed at multifamily buildings at times convenient for residents (including evenings and weekends when requested by customers) and/or building managers; and
- Managing and maintaining forms and/or other required program records;
- For prospective *Basic Measure Program Contractors*: Installing efficient toilets, showerheads, faucet aerators, and LED lighting in multifamily units/tenant residences, preferably as part of a resource efficiency program and in accordance with manufacturer's instructions, local and state codes, and California laws and regulations relating to these measures; and
- For prospective *Energy Measure Program Contractors*: Installing common area (hallways, parking areas, etc.) lighting upgrades and central hot water efficiency measures, including demand controls and pipe insulation.

Additionally, the Contractor and its staff must have excellent customer service skills. The Pilot will require Program Contractor(s) to:

- Schedule installations at multifamily properties with customers (property owners or their representatives) and tenants (e.g., providing notice), and achieve high customer satisfaction;
- Communicate clearly and effectively with customers and their tenants, especially regarding program terms and requirements;
- Educate customers and their tenants about proper operation and maintenance of installed measures to maximize resource efficiency; and
- Complete all responsibilities enumerated in Attachment E-1, Contractor Installation Agreement, and Attachment E-3, Certified Contractor Responsibilities.

ASSIGNED RESPONSIBILITIES AND SCOPE OF SERVICES

Implementers will be solely responsible for meeting the duties and associated services as maintained in the aforementioned Attachments, and for making inquiry to the City when there are questions or concerns about the Implementer's ability to perform those duties and services, either in general or in regards to a specific installation, prior to initiating any work to which that

question or concern would be relevant. Bidder concerns about any perceived inability to meet these assigned responsibilities and scope of services should be brought to the attention of City staff as identified in “Questions and Additional Information” below.

PROPOSAL PROCESS

The following sections provide important details for this proposal process.

SCHEDULE

Following is a tentative project schedule:

Milestone	Date*	Responsibility
Issue Requests for Proposal	December 13, 2013	City
Pre-Submittal Meeting	January 10, 2014	City/Implementer
Written Questions due	January 13, 2014	Implementer
Supplier & Toilet Seat Samples	January 15, 2014	Implementer
Written Responses provided	January 17, 2014	City
Proposals due to the City	January 24, 2014	Implementer
Contact with short-listed firms	January 30, 2014	City
Interviews	February 3, 2014	City/Implementer
Finalists notified	February 10, 2014	City
City Council approval	February 18, 2014	City
Contracts finalized/signed**	February 28, 2014	City/Implementer
Training**	March 5, 2014	City/Implementer
Start field work**	March 17, 2014	Implementer
End field work**	February 28, 2015	Implementer

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

**Contingent upon City Council approval of the Pilot.

PROPOSAL REQUIREMENTS

Submitted proposals must be formatted using 8-1/2" X 11" pages with a minimum font size of 12, single spaced. Proposals must not exceed any indicated page requirements, with one (1) page referencing the single side of a page. Proposals should be organized in the following sections:

1. Cover Letter: Include a one (1) page Cover Letter. Identify the prime bidder and describe any subcontract arrangements. Please identify the person who is authorized to negotiate, and indicate that the proposal represents a firm binding offer for 90 days. The cover letter should include the following information:
 - a. Supplier or Contractor Name
 - b. Name and title of authorized representative to negotiate
 - c. Name and title of proposed Project Manager who will lead project, if different

- d. Address
 - e. Telephone Number
 - f. Fax Number
 - g. Email Address
2. Team Experience: Clearly document the bidder's qualifications in no more than three (3) pages. Describe the bidder organization, including the qualifications of the prime bidder, its proposed Project Manager, and any sub-contractors included in the proposal. Please provide evidence of experience in each of the areas identified in this proposal.
3. Proposed Service(s): For each discrete service set as requested in this document (Certified Supplier; Certified Contractor – Basic Measure; Certified Contractor – Energy Measure), provide a narrative of no more than six (6) pages addressing how the bidder meets all Qualifications, its willingness and ability to fulfill all Assigned Responsibilities and Scope of Services for its bid fee, and any other information that would support applicant's proposal given the criteria for selection described below.
4. Proposed Cost(s):
- a. For **Certified Supplier(s)**, the fixed fee bidder will be paid its per unit bid price for each product they supply that is installed. Payment will be made only after City approval of installations. Bid prices will be submitted by bidder using the appropriate version of Attachment F: Bid Template, and bid price must include shipping, warranty, and taxes. Samples of bid products and preliminary pricing (within 10% of bidders final price) must be sent to the City on or before January 15, 2014 to demonstrate to City staff's satisfaction their quality and performance. The City or the Program Design Team will screen each bid regardless of amount to verify if it is possible to qualify projects for the program offer with Supplier's bid price. Bid prices should reflect the following:
 - i. Since customers will be paying for measures over a ten-year period, the City will evaluate proposals based on the number of years of full warranty the bidder provides for its products, with preference given for ten years.
 - ii. Per the terms of the Attachment E-2: Supplier Agreement, when product failure is deemed to be the fault of the Supplier, Supplier is expected to quickly handle warranty-related product replacement for the duration of their bid warranty (e.g., within two weeks).
 - iii. Warranty must include replacement product installation when product failure is deemed to be the fault of the Supplier. Supplier is responsible for arranging for and completing all such replacement and installation at no charge to Customers, Contractors, or the City.
 - iv. For parties bidding a weather-based irrigation controller, the City will require a 10-year warranty. The City will also give preference to devices that do not require a subscription service (alternatively, if the system requires a subscription plan, acceptance by the manufacture or subscription plan administrator of prepayment of subscription fees for the duration of Pilot surcharges).
 - b. For **Certified Contractors – Basic Measure**, the fixed fee bidder will be paid its bid prices which must include all costs for installation including delivery of products from any Contractor negotiated storage site to the project installation site, installation, warranty and taxes. Bid prices will be documented by bidder using

the appropriate version of Attachment F: Bid Template. Samples of proposed toilet seats must be sent to the City on or before January 15, 2014 to demonstrate their quality to City staff's satisfaction. The City or the Program Design Team will screen each bid regardless of amount to verify if it is possible to maintain the program offer at the bid price. Additionally, the City will evaluate bids based on the number of years of free parts and labor warranty bidder will provide for each completed installation.

- c. For **Certified Contractors – Energy Measure**, bidders will not complete bid price sheets since Energy Measures will be specific to each building. However, bidders are required to include hourly rates and pricing information from comparable multifamily projects (e.g., common area and parking lighting retrofits, hot water distribution control systems, and pipe insulation), including details on make and quantity of products installed and scale of project. Proposals will also be evaluated based on the proposed free parts and labor warranty bidder will provide for each completed installation and documented qualifications.

- 5. Resumes and References. Include resumes for key staff and three letters of reference from people who can comment from experience on how the bidder meets the qualifications for this work that the City or Design Team may contact.
- 6. Insurance. Agree to provide insurance documentation per the minimum limits listed in *Attachment A: City of Hayward Insurance Requirements*.

The proposal shall be submitted, as a single, compiled document, per direction offered in “Submittal Procedure” below.

SELECTION CRITERIA

A review committee, consisting of City Staff and members of the Program Design Team, 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 finalists, if deemed necessary by the City to make a final selection.

The table below describes the criteria that will be used to review proposals and interview performance. The City reserves the right to select implementers based on written proposals alone (i.e., without an interview). The City also reserves the right to not select any implementer.

Proposal and Interview Evaluation Criteria	
Category	Criterion
<i>Project Management</i>	<ul style="list-style-type: none"> • Project Manager’s experience on similar successful projects • Commitment to program success (bidders who will go beyond contractual obligations to make this a successful pilot)
<i>Project Understanding</i>	<ul style="list-style-type: none"> • “Proposed Services” narrative is consistent with project needs • Identification of key project success factors

<i>Approach: All Bidders</i>	<ul style="list-style-type: none"> • Bidder is able to provide high quality products/service and excellent customer service, including the ability to avoid mistakes and correct those that are unavoidable.
<i>Approach: Certified Supplier</i>	<ul style="list-style-type: none"> • Bidder’s proposed products meet or exceed the water and energy usage savings and features of the unit specified in <i>Attachment F</i> and samples provided are deemed acceptable by the City. • Bidder has a viable plan to provide for delivery of products in a timely and convenient fashion regardless of demand.
<i>Approach: Certified Contractor</i>	<ul style="list-style-type: none"> • Bidder has a viable plan to supplement identified Pilot marketing activities. • Bidder has a viable plan to provide sufficient trained staff to manage customer demand for delivery and installation of measures.
<i>Qualifications of Firm/Team</i>	<ul style="list-style-type: none"> • Bidder meets all required qualifications and has the resources and skills to successfully fulfill its duties as described in the relevant <i>Attachment E</i>. • Bidder’s experience managing similar successful projects. • Team members worked together successfully on similar projects • Staff who will interact with Hayward or its customers have excellent communication skills (oral and written) • Bidder demonstrates ability to complete and submit required program forms and maintain its records (for installations by individual unit as well as entire projects) and bookkeeping satisfactorily in accordance with Generally Accepted Accounting Principles (GAAP).
<i>Responsiveness</i>	<ul style="list-style-type: none"> • Proposal is consistent with RFP • Interview presentation (if provided) is consistent with RFP and instills confidence in review panel
<i>Appropriateness of Cost: All bidders</i>	<ul style="list-style-type: none"> • Proposed warranties meet or preferably exceed Pilot requirements.
<i>Appropriateness of Cost: Certified Supplier AND Certified Contractor – Basic Measures</i>	<ul style="list-style-type: none"> • Bid prices in <i>Attachment F</i> are the lowest bid price, assuming all other criteria are met and deemed competitive.

SUBMITTAL PROCEDURE

The proposal shall be submitted in accordance with the following requirements:

- The proposal shall be transmitted with a cover letter as described above.
- The proposal shall be received via email no later than 5:00 p.m. on January 24, 2014. Late proposals will not be accepted.
- Proposals shall be sent as a single compiled PDF via email to:
Erik.Pearson@hayward-ca.gov and Corinne.Ferreyra@hayward-ca.gov

ADDITIONAL INFORMATION

All relevant documents pertaining to this RFP can be found at <http://user.govoutreach.com/hayward/faq.php?cid=10891>.

BUDGET AND PAYMENT INFORMATION

The Hayward City Council is anticipated to approve funding for Green Hayward PAYS® in February, 2014.

Proposals should include an amount for the base services described in this request, to be submitted using *Attachment F* as detailed above in Proposal Requirements. Bidders can propose additional optional tasks that may improve their service offering; however, the final scope of work will be determined solely by the City.

Program implementers will be paid as follows:

- *Certified Supplier(s)* will be paid its bid price (a fixed fee per unit) upon approved installation of its products by a Certified Contractor.
- *Certified Contractor(s) – Basic Measures* will be paid its bid price, which must include payment for any miscellaneous parts required for installation (e.g., a toilet seat, seal, and other incidental installation materials), delivery, and removal and decommissioning of existing units upon approval of each installation by the City.
- *Certified Contractor(s) – Energy Measures* will be paid its bid Project Costs (on a case by case basis) eligible for inclusion in the Pilot as determined by the City pending approval by the City.

Bid prices must include all related fees, taxes, and, if relevant, shipping costs.

Payments will be made monthly by the City of Hayward.

PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting relevant to the services sought with this RFP will be held on January 10, 2014 at 9:30 AM at a location to be announced. While all bidders are strongly urged to have someone attend the pre-submittal meeting, the City will arrange for a limited number of participants to attend via webinar.

Bidders planning to attend this meeting in person or by webinar are asked to RSVP to City staff identified in “Questions and Additional Information” below.

Additional information relevant to these meetings, if any, will be maintained at <http://user.govoutreach.com/hayward/faq.php?cid=10891>.

QUESTIONS AND ADDITIONAL INFORMATION

Questions and requests for additional information should be directed to:

- Corinne Ferreyra, Administrative Analyst I, 510-583-4713
Corinne.Ferreyra@hayward-ca.gov

and

- Erik Pearson, Environmental Services Manager, 510-583-4770
Erik.Pearson@hayward-ca.gov

LAST DAY FOR QUESTIONS

The last day to submit questions is **January 13, 2014**. This will allow sufficient time for any addenda to be issued by the City to all proposers. All questions must be submitted in writing via email to: Corinne.Ferreyra@hayward-ca.gov and Erik.Pearson@hayward-ca.gov.

Addenda will be posted to <http://user.govoutreach.com/hayward/faq.php?cid=10891>. All parties attending the Pre-Submittal Meeting, submitting questions, or otherwise in contact with City staff as identified in “Questions and Additional Information” above will receive email notification of any posted addenda.

REQUIRED AGREEMENT

A copy of the City’s standard insurance requirements is attached for your information as *Attachment A*. The Pilot’s Contractor and Supplier Agreements are similarly included as *Attachment E1* and *E2*. The selected bidders will be expected to sign a similar agreement without changes to the indemnification and insurance provisions. The City reserves the right to make any changes to all Attachments after bids are due in response to suggestions by the Sustainability Committee and City Council (who are reviewing this Pilot on January 29, 2014 and February 18, 2014 respectively). Bidders will be informed of any changes by email and will be permitted to amend pricing on their bids or withdraw their bids providing they do so within one week of notice of such changes. **If any portion of the City’s standard Professional Services Agreement is unacceptable to your firm, please identify the particular clause(s) in a separate letter to the City submitted with your proposal.**

AWARD OF CONTRACT

The City reserves the right to reject any and all proposals, contract work with whomever and in whatever manner the City decides, abandon the work entirely, waive any informality or non-substantive irregularity as the interest of the City may require, and 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.

Attachments:

- Attachment A – City of Hayward Insurance Requirements
- Attachment B – General Provision
- Attachment C – Affirmation of Non-Involvement in Development of Production of Nuclear Weapons
- Attachment D – Program Design Paper (Pending)
- Attachment E1 – Contractor Agreement (Pending)
- Attachment E2 – Supplier Agreement (Pending)
- Attachment E3 – Certified Contractor Responsibilities
- Attachment F1 – Certified Contractor Bid Template
- Attachment F2 – Certified Supplier Bid Template

ATTACHMENT A – CITY OF HAYWARD INSURANCE REQUIREMENTS

Contracted Party (“Party”) shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Party, Party’s agents, representatives and employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
 3. Workers’ Compensation Insurance as required by the State of California and Employers’ Liability Insurance. If no employees are utilized, the Party shall sign a declaration as described in California Health and Safety Code Section 19825.
- B. Minimum Limits of Insurance. Party shall maintain limits no less than:
1. General Liability: \$2,000,000 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.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Worker’s Compensation: statutory limit; Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the City of Hayward. At the option of the City of Hayward, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Hayward, its officers, officials, employees and volunteers, or the Party shall provide a financial guarantee satisfactory to the City of Hayward guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions.
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City of Hayward (including its officers, officials, employees and volunteers) are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of

the Party; or automobiles owned, leased, hired or borrowed by the Party.

- b. For any claims related to this project, the Party's insurance coverage shall be primary insurance as respects the City of Hayward (including its officers, officials, employees and volunteers). Any insurance or self-insurance maintained by the City of Hayward (including its officers, officials, employees or volunteers) shall be in excess of the Party's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Hayward.
 - d. 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.
 - e. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
 - f. Any explosion, collapse, and underground property damage exclusion must be deleted.
 - g. The policy must contain a cross liability or severability of interests clause
 - h. Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
2. The Worker's Compensation endorsement shall contain a Waiver of Subrogation against the City of Hayward. The Party shall provide to the City of Hayward an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the City of Hayward for injuries to employees of the Insured resulting from work for the City of Hayward or use of the City of Hayward's premises or facilities.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Hayward.
- F. Verification of Coverage. Party shall furnish the City of Hayward with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City of Hayward or on other than the City of Hayward's forms provided those endorsements conform to the City of Hayward's requirements. All certificates and endorsements are to be

received and approved by the City of Hayward before work commences. The City of Hayward reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

- G. Subcontractors. Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. All coverages for subcontractors shall be subject to all of the requirements stated herein. If the City of Hayward is not furnished separate certificates and endorsements for each subcontractor prior to the commencement of subcontractor's work, then Party shall include all subcontractors as subcontractors as insureds under its policy.
- H. Notice of Reduction in Coverage. In the event that any coverage required under paragraphs A. or B. of this section of the agreement is reduced, limited, or materially affected in any other manner, Party shall provide written notice to City at Party's earliest possible opportunity and in no case later than five days after Party is notified of the change in coverage.
- I. 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, obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Party under the agreement.

ATTACHMENT B – GENERAL PROVISIONS

CITY OF HAYWARD GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

Attachment B

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

1.00 Legal Relations and Responsibilities

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

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

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

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

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

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

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

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

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

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

All streets within the project limits shall remain open to traffic at all times during

the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic.

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

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

The Successful Bidder shall install and maintain all signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following endorsements must be attached to the policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) AFFIRMATIVE ACTION - GENERAL

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

(2) RECRUITMENT

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

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

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

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

(3) EQUAL EMPLOYMENT OPPORTUNITY OFFICER

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

(4) ACCESS TO RECORDS

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

(5) COMPLIANCE REVIEW PROCEDURES

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

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

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

(6) VIOLATIONS

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

(7) REMEDIES FOR WILLFUL VIOLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(REV. 01/31/13)

**ATTACHMENT C – AFFIRMATION OF NON-INVOLVEMENT IN DEVELOPMENT
OF PRODUCTION OF NUCLEAR WEAPONS**



CITY OF
HAYWARD
HEART OF THE BAY

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

The undersigned hereby certifies:

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

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

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

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

Print/Type Company Name

Print/Type Official Name & Title

Company Address

Signature of Company Official

City/State/Zip Code

Date

ATTACHMENT D – PROGRAM DESIGN PAPER (PENDING)

The Program Design, when available as a draft, will be posted to <http://user.govoutreach.com/hayward/faq.php?cid=10891>

The Program Design will serve as the Pilot’s operation manual, and describe the protocols and implementation details for all program partners. The Program Design will be finalized once program implementers, including those sought through this RFP, have been selected, pending review by the City Council.

Hayward reserves the right to implement changes on all attachments. Bidders will be permitted to amend pricing on their bids within one week of notice of such changes.

All parties attending the Pre-Submittal Meeting, submitting questions, or otherwise in contact with City staff as identified in “Questions and Additional Information” above will receive email notification of any posted addenda.

ATTACHMENT E1 – CONTRACTOR AGREEMENT

A draft Contractor Agreement, when available, will be posted to <http://user.govoutreach.com/hayward/faq.php?cid=10891>.

Final approval of Agreements will not be provided until the City of Hayward Council votes to approve these in their current form or with amendments (anticipated by February 18, 2014).

Hayward reserves the right to implement changes on all attachments. Bidders will be permitted to amend pricing on their bids within one week of notice of such changes.

All parties attending the Pre-Submittal Meeting, submitting questions, or otherwise in contact with City staff as identified in “Questions and Additional Information” above will receive email notification of any posted addenda.

ATTACHMENT E2 – SUPPLIER AGREEMENT

A draft Supplier Agreement, when available, will be posted to <http://user.govoutreach.com/hayward/faq.php?cid=10891>.

Final approval of Agreements will not be provided until the City of Hayward Council votes to approve these in their current form or with amendments (anticipated by February 18, 2014).

Hayward reserves the right to implement changes on all attachments. Bidders will be permitted to amend pricing on their bids within one week of notice of such changes.

All parties attending the Pre-Submittal Meeting, submitting questions, or otherwise in contact with City staff as identified in “Questions and Additional Information” above will receive email notification of any posted addenda.

ATTACHMENT E3 – CERTIFIED CONTRACTOR RESPONSIBILITIES

Hayward reserves the right to implement changes on all attachments. Bidders will be permitted to amend pricing on their bids within one week of notice of such changes.

All parties attending the Pre-Submittal Meeting, submitting questions, or otherwise in contact with City staff as identified in “Questions and Additional Information” above will receive email notification of any posted addenda.

Certified Contractor Responsibilities

Only Certified Contractors may install measures in the Pilot.

Pilot Contractors

There are two types of Certified Contractors in the Hayward Efficiency PAYS[®] pilot: Program Contractors and Customer-Choice Contractors. Program Contractors will be selected to install the Pilot's Basic and Energy Measures through an RFP process. This RFP process will include an interview and references check so that all customers, whether or not they value and trust the people currently maintaining their buildings, will have access to skilled and trusted contractors selected by Hayward because of their ability to install program measures correctly. Participants who want to use their own contractors to have Pilot Basic and Energy Measures installed may do so if their contractors sign the Contractor Agreement and agree to abide by all program rules, becoming Customer-Choice Contractors. All Landscaping Measures would be completed by Customer-Choice Contractors.

Program Contractor - Basic Measures. A Program Contractor will be selected based on its price, references, and demonstrated success installing the Pilot's Basic Measures in multifamily buildings. The Contractor's price for Basic Measures will be a fixed price per unit retrofitted. The bid price will not include the cost of measures (to be supplied by the Basic Measures Supplier) but will include ancillary materials (e.g., wax toilet seals, replacement supply line, and an acceptable new toilet seat).

Program Contractor - Energy Measures Contractor. A Program Contractor will be selected based on bid prices for typical jobs, references, and demonstrated success installing measures most likely to qualify for the tariff (e.g., demand controls and pipe insulation, and lighting upgrades). This contractor will be recommended to property owners for installation of these energy saving measures. One contractor may apply to be both the Basic and Energy Measures Contractor if it has all identified program skills and certifications.

Customer-Choice Contractors. Whether they install Basic Measures, Energy Measures, or Landscaping, these contractors will not undergo the same vetting process as those selected by the City of Hayward. Participants will be responsible for establishing their credentials and qualifications. If a Customer-Choice Contractor installs Basic Measures, it must do so for the established program price or the property owner must pay the difference (i.e., treating any additional cost as a copay).

Although the City will recommend the use of Program Contractor(s), any customer that prefers that another contractor install measures may select their preferred contractor and pay for the installation through the tariff, providing that their contractor is willing meet the terms of the Pilot's Contractor Agreement (see below).

One Basic Measure Program Contractor should be sufficient for a Pilot of this magnitude or even double its size. Assuming an Energy Measures Program Contractor who can handle installation of lighting and hot water distribution retrofit projects can be identified through the RFP process, one contractor should easily be able to serve the envisioned Pilot maximum of 100 buildings. Full scale operation of a program might require more than one Basic Measure and one Energy Measure Program Contractor.

All Basic Measure Suppliers must be willing to take back unused products at no additional cost, offer materials warranties for the duration of customer payments, and have sufficient product availability to fulfill demand for a successful Pilot.

In addition to these requirements, the comprehensive list of Contractor duties itemized below expands upon any details discussed within the Green Hayward PAYS® Program Design. Contractor staff is responsible for understanding and carrying out all of these duties. Contractors should immediately contact the City with any concerns about carrying out these responsibilities.

Contractor Agreement and Associated Requirements

The Contractor Agreement requires Certified Contractors to provide a high level of assurance to customers. The Contractor Agreement allows the City to act as the participant's agent and binds the Contractor to fulfill all of its responsibilities as assigned in this agreement. Contractors must adhere to the requirements in this agreement including the requirements to:

- be responsible for the work quality as well as compliance with federal, state and local standards;
- hold the appropriate California licenses for the work performed;
- be responsible for identifying any pre-existing conditions that would preclude installation of program measures (e.g., a rotted floor under the toilet or corroded shower pipes);
- secure required permits and include this cost in their proposed project price;
- be bonded or provide an irrevocable letter of credit from a bank to assure compliance;
- warrant labor;
- market services only as permitted in *Section 6: Marketing, Education, & Outreach* and below with materials approved by the City;
- pay any required training fees and any penalties related to failed program inspections, which will be used to pay for additional quality control inspections;
- have sufficient staff to deal directly with participants; and
- successfully complete required training.

Training programs will be provided at no cost to the selected Program Contractors. All Customer-Choice Contractors must be willing to have their staff meet with City staff on site prior to starting any work to go over program guidelines (i.e., to be trained). There will be a one-time cost (this training fee is to be determined) paid by the Customer-Choice Contractor to the City prior to this meeting.

Responsibilities When Contractor Markets Pilot

Only Certified Contractors may market the Pilot. Basic Measure Contractors may market their services directly to Hayward Multifamily Building Owners who are on Hayward's list of eligible customers, have buildings with 20 or more units, provide water and hot water to their tenants, and have primarily 3.5 gpf toilets in their buildings. The Contractor is responsible for ensuring that any customer to whom it is selling Pilot services meets these criteria, for asking survey questions described in Attachment P of the Program Design and documenting answers, and for notifying the City of the contact. Failure to notify the City upon the first contact will be considered a failure to do work correctly, and incur consequences, including a penalty payment. Failure to notify the City could lead to unnecessary, multiple contacts with Hayward customers and an inability to track program uptake rates.

Contractors must inform Hayward customers to whom they directly market their services that they must install Basic Measures in order to be eligible for Energy Measures and that since the Basic Measure charge includes the cost of a visit by the Energy Measure Contractor, the participant should find out whether there are other measures that can be installed through the tariff and provide immediate net savings with no upfront payment. Contractors will also arrange for the City to contact the customer to discuss Basic and/or Energy Measures.

Contractor Project Responsibilities

On-Site Protocols

To create program recognition and confidence among tenants about being asked to give access to their units, Program Contractors' staff (i.e., on-site marketers, installers, and inspectors) will wear photo ID badges (supplied at the Contractor's expense and included in the contractor marketing tool kit). Staff contacting customers will also be encouraged, but not required, to wear caps and/or light wind breaker jackets or T-shirts with the Green Hayward PAYS® logo. Contractors will be required, however, to have cell phones with local numbers to create confidence with customers.

Once the building manager has given the Contractor approval to access tenants' units and Contractors are ready to begin work to retrofit the units, the building manager will provide tenants with legally required notice using Pilot-approved door hangers. By providing notice in this way, the building manager will be responsible for handling issues with tenants about Contractors entering their units. Contractors will not start work until this notice has been issued by the building manager.

Contractor or its representative shall direct the performance of all workers and subcontractors, ensure that workers and subcontractors are competent and qualified, and assume responsibility and liability for their work, behavior and actions.

Measure Qualification

Regardless of whether Contractor or the City arranged for a Purchase Agreement to be signed, Contractor is responsible for:

- determining that measures can be installed at the property for its bid price and that no existing conditions preclude the work from being completed;
- helping Hayward customers apply for all non-Hayward rebates (e.g., by filling out required PG&E forms and providing necessary attachments). Customer may only assign rebates to Contractor if Contractor will accept delayed payment from the rebate administrator (i.e. PG&E, the Bay Area Regional Energy Network, etc.) and reduce its bid price for work by the amount of the rebate;
- using the Multifamily Measures Performance Screen, the Energy Measures Performance Screen, or the Landscaping Performance Screen (to be provided to Contractor with the Final Program Design; expected February, 2014) to qualify measures¹;
- inputting correct data into any of the Measure Screens and ensuring that its staff is familiar with the use of these screens so as not to cause Customer confusion;

¹ Lighting projects will use both the Energy Measure Screen and the Pilot's Approved lighting-inventory form prepared by the Contractor and hot water distribution retrofits will be screened according to a prescriptive list developed by the Design Team.

- ensuring that participants whose projects involve copays understand the amounts, benefits and implications of copays, specifically:
 - that savings from the offered product, if any, do not offset the full measure cost, and
 - any out-of-pocket copay amount will not be refunded by Hayward. If refunds in the case of measure failure are part of the Manufacturer's and Contractor's warranty, any refund would be the Contractor's or Manufacturer's responsibility -- not Hayward's responsibility. Therefore, the Contractor must make clear to the customer the duration and limits of these warranties.

By signing a Purchase Agreement for installing Basic Measures, the customer is agreeing to pay a \$200 fee that will cover the cost of an on-site assessment by the Pilot's Energy Measure Contractor once the Basic Measures project has been completed. The Energy Measure Contractor will determine if lighting or other energy saving measures qualify for the Pilot and whether the customer is sufficiently interested to warrant completion of a Pilot lighting inventory form and/or hot water distribution system upgrade proposal. As a lighting inventory or hot water distribution assessment are typically associated with a contractor's bid for work, this fee is designed to provide sufficient incentive (i.e., reimbursement for time and transportation to the property) to get these contractors to do these assessments in a timely manner regardless of their workload.

In addition to the general requirements for measure qualifications outlined above, Certified Contractors seeking to qualify Basic, Energy or Landscaping projects are required to:

Basic Measure Qualification

- Provide the City with an analysis of the project using the Multifamily Measure Screen validating cost effectiveness if the City has not completed this responsibility. Contractor is responsible for verifying the number of 3.5 gpf toilets in units before letting the customer sign the Purchase Agreement.
- Ensure Property Owner or property manager confirms there have not been problems with the waste flow in the building (e.g., stoppages in the sewer lines).
- Provide City with signed Purchase Agreement, Owner's Agreement, if required, and all other pilot Pre-Approval Forms as itemized below.
- Explain to customers who sign a Purchase Agreement to install Basic Measures that since this agreement includes a \$200 fee for an onsite assessment by the Pilot's Energy Measure Contractor, customers should contact the Pilot's Energy Measure Contractor to arrange for the assessment.

Energy Measure Qualification

- Provide the City with a lighting inventory (if project is for lighting measures) or pilot-approved assessment (or a multifamily assessment approved by the CPUC that can estimate annual energy savings in kilowatt hours and therms or a multifamily TREAT or RESNET audit) to determine anticipated resource savings based on pre-existing equipment, usage, and utility rates.

- Provide the City with completed Energy Measure Screen validating proposed work's cost effectiveness and any copay required to qualify measures for the tariff.
- Provide the City with signed Purchase Agreement, Owner's Agreement if required, and all other pilot Pre-Approval Forms as itemized below.

Landscaping Measure Qualification

- Ensure the current turf and landscaping is controlled and well irrigated (based on condition of turf and water usage) and that the Landscaping Screen indicates usage is 175% or more of Maximum Allowable Water Allocation (MAWA).
- Document that the area to be treated is at least 4,000 square feet.
- Identify any leaks and faulty or inefficient spray heads; if there are, include fixing leaks and replacing non-functional spray heads as part of landscaping retrofit and in the cost of work on the Landscaping Screen. Not identifying leaks or inefficient or faulty spray heads will result in a failed Pre- or Post-Installation Inspection.
- Provide the City with signed Purchase Agreement, Owner's Agreement if required, and all other pilot Pre-Approval Forms as itemized below.

Upselling

To ensure that customers and Certified Contractors understand that upselling, while not prohibited, is separate from the Pilot and not associated with, or covered by, Pilot terms and conditions:

- Installation of non-Pilot measures will not be included in Pilot agreements and forms;
- The Contractor must use its standard (and separate) contracts and/or invoices between the contractor and the property owner; and
- The City will confirm participant understanding that "upsold" measures are not covered by Pilot terms and conditions.

Measure Installation

Certified Contractors are responsible for the appropriate selection and installation of eligible resource efficiency measures and for securing any permits required for installation. Contractor will use the Pilot Data Sheet (Attachment A to the Program Design) to document Pilot activity including documenting every new customer contact not arranged by the City so Hayward can track the percentage of participants who received bona fide offers of all customers who were contacted.

There are times when Contractors should not or cannot install measures. For example, toilets cannot be replaced if the underlying floor is rotted, and showerheads cannot be replaced if the plumbing is old and rusted and removal of the old showerhead is likely to cause damage. Landscapers should not work on valves or plumbing that are deficient or install a weather-based irrigation controller (WBIC) without fixing damaged spray heads or leaks.

Contractors do not need to install eligible measures if they fear doing so will create problems. Even Basic Measures, which are otherwise required to be installed, do not have to be installed if a Contractor identifies the installation as risky and notifies the City. Contractors may urge customers to correct these

existing conditions by hiring licensed plumbers or contractors to make repairs prior to installing measures. If a Contractor has the skills and licenses, it can offer to do the repairs and be paid directly by the customer, providing the repair offer is made before the Pilot measure work starts and any damage occurs. The contractor must obtain any permits required, and work must be completed according to code and any Federal, State or local requirements. Additionally, the Contractor must use its own standard contract and ensure participant understands this work is outside of the Pilot and that the City of Hayward has no responsibility regarding this work.

However, Contractor will receive no program payment for identifying conditions that make installing measures impossible and must restore the worksite to the condition prior to their arrival at Contractor's expense. If Contractors start work and cause damage, even if they think the condition was unforeseeable, it is their responsibility to fix the damage, and install the program measure at their or their insurer's cost. Customers cannot be charged extra for repairs once the Contractor starts work on a measure installation.

Replaced measures (except aerators) will be removed from the premises and decommissioned (i.e., recycled for materials) to ensure savings. Contractors will be required to store replaced measures for one week before disposal. This will ensure that replaced measures are not returned to use unless their return is necessary to avoid customer dissatisfaction with the new measures installed. As an alternative to storage, at those times when customers want their old products reinstalled, Contractors may install products comparable to those removed, providing the customer (or tenant if the tenant owned the removed product) finds the comparable product acceptable.

Contractor is responsible for educating tenants and building maintenance staff or Customers to ensure proper operation of the installed measures and to maximize their efficient operation (and hence customer savings).

Contractor shall leave the premises vacuum clean at the end of each work day. Contractor shall remove and properly dispose of all debris and any hazardous materials in accordance with all applicable local, state, and federal laws and regulations.

In addition to the general requirements for measure installations outlined above, Certified Contractors seeking to install Basic, Energy or Landscaping installations are required to:

Basic Measure Installation

- Arrange with the pilot's Supplier for a sufficient stock of pilot measures, a locked trailer that may be stored at a Hayward-supplied secure site, proper storage of program materials, and a suitable inventory control system.
- When replacing toilets, first replace all identified 3.5 gpf toilets, and then, using *Attachment A Multifamily Measure Performance Screen*, determine the number of 1.6 gpf toilets that can be installed through the tariff. Replace only this number of toilets.
- Use a portable digital flow-measuring device such as the T5 Flushmeter, purchased at Contractor's own expense or other City-approved protocol, to ascertain an existing toilet's water use per flush. Failure to follow program protocols will make contractor liable for all costs associated with installing toilets not offset by sufficient savings to qualify for the tariff.
- Inspect each toilet to make sure that it does not use 1.28 gallons per flush (gpf) or less. These toilets may not be replaced.

- Not replace expensive (e.g., multi-head, rain fall, waterfall, etc.) tenant owned showerheads or expensive toilet seats (e.g., personalized, heated, iTouchless automatic, Toto Washlet, etc.), even with one occupant’s permission, to minimize customer complaints.
- Test all other existing showerhead flow rates, if not marked on the unit, by using a Weir flow meter or other City-approved protocol, record the findings on the pilot’s Multifamily Data Sheet and demonstrate the pilot’s high efficiency replacement if the tenant is present.
 - Replace all such showerheads that have a flow rate of more than 2.0 gpm.
- Check for the applicability of aerators in the home and demonstrate program aerators if possible.
- Replace up to 5 light bulbs with dimmable LEDs of comparable lumen output and design, installing them first in any property-owner supplied ceiling fixtures and making sure tenant understands they receive the savings as a ‘thank you’ from their landlord for allowing access to their units.
- Complete the Data Sheet with inputs reflecting actual number of installations.
- Provide warranty materials to customer and make sure customer knows to contact the City if problems develop at any time for the duration of the tariffed Charge.
- Provide City with signed Customer Work Acceptance Form, completed Data Sheet, and all other post-installation pilot forms as itemized below.

Energy Measure Installation

- Install measures and, if appropriate, commission systems as prescribed by manufacturers.
- Complete Data Sheet.
- Ensure the customer or his building manager is trained in the use of installed measures, required maintenance, and how to identify problems;
- Provide warranty materials to customer and make sure customer knows to contact the City if problems develop at any time for the duration of the tariffed Charge; and
- Provide City with signed with signed Customer Work Acceptance Form, completed Data Sheet, and all other Post Installation pilot forms as itemized below.

Landscaping Installation

- Ensure leaks are fixed, all spray heads work to manufacturer’s specifications, and WBIC is correctly installed and programmed. Any repair work which if not done might make installation of a weather based irrigation controller (WBIC) not cost effective must be included in any proposal to install a WBIC system. Document conversations with manufacturer when adjusting system in accordance with manufacturer’s specifications.
- Complete Data Sheet.

- Ensure the customer or his landscaping manager is trained in the use of the system, required maintenance and how to identify problems.
- Provide warranty materials to customer and confirm that customer knows to contact the City if problems develop at any time for the duration of the tariffed Charge.
- Provide City with signed with signed Customer Work Acceptance Form, completed DataSheet, and all other Post Installation pilot forms as itemized below.

Program Forms & Data Requirements

To ensure smooth Pilot functioning and to document whether it has been successful and can be replicated, there are a number of forms, agreements, and a Data Sheet (including appropriate Measure Screens) that Certified Contractors need to manage as part of their participation in the program. Certified Contractors are responsible for their staff knowing which Pilot forms are required and how to correctly fill them out, and for filling them out correctly. Failure to submit correct forms or making errors filling out forms will delay Contractor payments and if they require the City to travel to the participant's worksite, may entail a penalty.

Required forms are identified and described below.

Purchase Agreements

The Purchase Agreement and all Exhibits must be filled in and signed as appropriate for Agreement to be considered complete. A customer may have three Purchase Agreements: one for Basic Measures, one for Energy Measures, and one for Landscaping. If a Contractor installs both Basic and Energy Measures, although two Measure Performance Screens are required, a single Purchase Agreement will be sufficient.

If the customer is not the building owner (e.g., a property management firm), an Owner Agreement is required (*Attachment G*).

Data Sheets

There is one Data Sheet for each project in this pilot. Data Sheets are to be completed as work is performed in each unit and common areas in order for evaluators and Hayward to estimate pilot savings and record what work was completed. Certified Contractors will use the Data Sheet to record which Basic Measures, the Energy Measure Data Sheet for Energy Measures, and Landscaping/WBIC Measures were installed.

Each Data Sheet includes three Measure Performance Screens. Each predicts the bimonthly tariffed Charge, a copay if required, the percent of first year annual savings required to cover all participant costs reflected in the tariffed Charge, and estimated savings. The screens include:

- Multifamily Measure Performance Screen. This screen is designed so that the building owner or property manager can customize variables (e.g., vacancy rate, number of average occupants per unit, etc.). For installation of Basic Measures, two Multifamily Performance Screens are required. One, as part of project approval, is completed and submitted to the City with a Purchase Agreement. A second screen, with the same numbers except for the number of 3.5 gpf toilets actually installed (and as noted in the Multifamily Data Sheet), will enable the contractor to determine the number of 1.6 gpf toilets that can be replaced. This second version will be submitted with other forms upon the project's completion.

- Energy Measure Performance Screen. This screen is designed so that as long as an accepted assessment is provided and savings are provided in gallons of water, kilowatt hours or therms, any resource efficiency measure or package of resource efficiency measures (i.e., providing each has at least a 12.5-year measure life or ten-year warranty) can be screened for the pilot.
- Landscaping Measure Performance Screen. This screen is designed to determine eligibility (i.e., irrigation water usage is greater or equal to 175% of MAWA and project involves at least 4,000 square feet of well irrigated landscaping) and evaluate the project's cost effectiveness, determining the tariffed charge, estimated savings, and, if any copay is required, the copay amount.

Every contractor installing measures in this pilot must submit a Data Sheet with screen(s) appropriate for their project (or review a screen provided by the City). The Data Sheet may also include survey questions that will help evaluators effectively evaluate this pilot. Contractors installing Basic Measures must record data for every unit in a building from whom access is sought, regardless of whether or not the customer provided access and note the flow rate of showerhead, aerator and toilet replace and the location and wattage of light bulbs replaced by LEDs.

The information from Data Sheet (and Measure Screens) will be input by the City into a program database so accurate recording by pilot contractors of pilot activity is essential. The city will check to make sure that the cost of work on the Purchase Agreement is the same or less than the amount on the Data Sheet. If City performed a Pre-Installation Inspection, it will verify that inputs on Data Sheet are identical to its records for inspected units and common areas. Contractors are not allowed to increase prices for work or measures, even if those prices qualify for the tariff, without City preapproval.

Pre-Installation Forms

The PG&E Authorization to Receive Customer Information form must be filled out and signed by the customer. This form should specify that information be sent to the City of Hayward with a check mark in Box 1 (and only box 1) and for the maximum period of three years.

The New Customer Notice Form must be filled out and delivered to the building owner so they can use to disclose the pilot's benefits and obligations to any prospective purchaser of the property prior to the time of sale (Attachment H1). A completed copy of this form must be left with the customer.

Post-Installation Forms

Prior to payment, the Certified Contractor must obtain a signed *Customer Work Acceptance Form* (Attachment J to the Program Design) unless the customer refuses to sign one (see above). When work is completed by more than one Certified Contractor, each contractor must obtain a separate Customer Work Acceptance Form and submit it to the City.

Payment

Participants who install Basic and Energy Measures may require multiple contractors working on different schedules as well as tariffed charges with different start and end dates. However, there will be one tariffed charge linked to a single contractor's work at a location. Contractors installing both Basic and Energy Measures will be advised to schedule their work so they are not waiting a long period for payment after the first part of their work has been completed. If there are participants who install Basic Measures, Energy Measures, and WBIC, there could be three tariffed charges associated with their building (again, unless one contractor installs all three types of measures).

Contractors who correctly submit all paperwork for completed work and whose work is approved by the City will be paid by the City during the next payment cycle. The Contractor must submit the completed Data Sheets and supporting invoice documentation to the City the date each month as set by Hayward (to be determined). Contractors are responsible for working with the City to arrange for their paperwork to be submitted with sufficient time for the City to inspect their work, review the paperwork, and process payment requests.

Once the City has been notified by the Contractor that work has been completed, it has received all required program forms, and its Post-Installation Approval has been completed, Hayward will pay Contractors and Suppliers their bid prices for successfully completed work according to regularly scheduled payment period (payments will be made every month). Any payment questions from Contractors or Suppliers should be directed to the City.

Not all upgrades will be verified by the City with Post-Installation Inspections. The Certified Contractor is solely responsible for installing the prescribed measures in accordance with its Agreement regardless of actions or lack of actions by the City. If at any time during installation or during the period when the customer is making payments for measures a Contractor's non-compliance is discovered, the Certified Contractor is responsible for correcting errors, including assumption of any consequential damages. If an error may have prevented the customer from receiving savings, the Contractor will be responsible for reimbursing the customer for tariffed charge payments for the months affected by the error.

ATTACHMENT F1 – CERTIFIED CONTRACTOR BID TEMPLATE

Selected Certified Contractors will be paid their bid price for all approved installations. Bidders to provide Basic Measure installations must complete this template. While all residences are different, in order to ensure the utility can operate this program as designed, a single fixed price for each type of measure installation is required.. Bidders are encouraged to bid an average price that they know will account for almost all situations. Bid prices must include all costs for installation including travel to and delivery of products to the project site, installation, warranty, and taxes. Additionally, bid prices per toilet installation must include Contractor’s bid toilet seat, a new wax ring, new closet bolts, a new reinforced braided supply line, a new flange, and any necessary new plumbing connections (e.g., shut-off valve). Contractors may refuse to install measures when doing so would not be safe for the resident or might create a liability for Contractor. Contractors will be required to attain permits and pay associated fees, but these fees should not be included in the bid price. Contractors will be reimbursed for permit fees as recorded in the approved Data Sheet for each project, with these fees being repaid by participants.

As noted above, Contractors are responsible for fulfilling all responsibilities itemized in Attachment E-1, Contractor Installation Agreement, and *Attachment E-3, Certified Contractor Responsibilities*. Contractors should ensure their bids are sufficient to ensure they can afford to provide all required consumer services.

The City and the Program Design Team will consider all bid prices that qualify for the tariff and will give preferences to contractors bidding more than a one year labor warranty.

Contractors are invited to bid prices for supplying in-unit LED bulbs to be installed in the Pilot if they determine it is easier to supply the number and type of LED required on their own. LED bulbs approved by the California Energy Commission will receive preference as will LEDs warranted for 10 years of use with free replacements dropped shipped to customers’ premises. Bidder does not need to bid LED bulbs as listed below and may modify outputs as appropriate.

Please complete the following chart with the requested information relevant to those services bid.

Measure / Equipment	Detail	Labor Bid Price	Parts & Labor Warranty
Toilet (per toilet)	Supplied to Contractor at no cost. Contractor supplies toilet seat, seals, and ancillary parts noted above.		
Toilet Seat Model	Specify a model that customers will be likely to accept for round or oval toilets.	----	
Showerhead (per item -- includes installation of a Temperature Actuated Flow Reduction Valve)	Showerhead and valve supplied at no cost to Contractor. Bid cost should be for installation of wall or handheld showerheads (at customer or tenant request) and valve.		
Aerator & in-unit LEDs bid per housing unit; assume average number of LEDs and aerators	Supplied to Customers at no cost. Bid cost should be per housing unit for installation of both measures, assuming an average of 5 LEDs and 2-4 aerators. (LED unit costs, if bid as a Supplier, may be itemized below).		

Measure	Manufacturer / Model	Additional Product Information	Unit Pricing	Unit Warranty
LED 40 watt equivalent				
LED 60 watt equivalent				
LED 75 watt equivalent				
LED 100 watt equivalent				

ATTACHMENT F2 – CERTIFIED SUPPLIER BID TEMPLATE

Products eligible to be included as Pilot Basic Measures will include those listed below. Bidders interested in being considered as a Certified Supplier must complete this template for those measures they are bidding. Bid prices must include all measure costs except installation: product costs, shipping to contractors or customers as appropriate, warranty, taxes, etc.

The City and the Program Design Team will consider all bids to determine if bid prices qualify for the Pilot. The successful Supplier will provide the following:

- **High efficiency showerheads:** Wall-mounted and handheld, chrome, 1.5 gallon per minute (gpm) units. Showerheads should have flow compensation or equivalent technology to minimize flow differentials accompanying sudden changes to pressure. A per unit price will be used to measure cost effectiveness of this measure for customers so preference will be given to bidders with the lowest prices for both models. Unlimited warranties of 10 years or more will receive preference.
- **Temperature Actuated Flow Reduction (TAFR) Valve:** showerhead installations will include an ASSE 1062 compliant TAFR valve installed immediately upstream of the showerhead. Unlimited warranties of 10 years or more will receive preference.
- **High efficiency aerators:** Bidder can specify dual thread, lead free aerators. Kitchen swivel aerators without pause levers with a flow rate of 1.5 gpm or less and bathroom aerators with a flow rate of 1.0 gpm. Models that allow customers to adjust the type of flow (e.g., bubble or needle) may also be specified and will receive preference. Aerators should have flow compensation or equivalent technology to minimize flow differentials accompanying sudden changes to pressure. A per unit price for each type of aerator will be used to measure cost effectiveness of this measure for customers so preference will be given to bidders with the lowest average price and the lowest top price. Unlimited warranties of 10 years or more will receive preference.
- **High efficiency toilets:** EPA WaterSense certified toilets must have a maximum usage of 1.06 gallons per flush (gpf) or less as verified by IAPMO or equivalent with a minimum MaP rating of 600 grams or more of solid waste. Preference will be given to bidders offering Americans with Disabilities Act (ADA) approved units as an option and both oval and round units (assuming round units require less space than oval models). Bidders are not required to bid toilet seats but may do so. A per unit price will be used to measure cost effectiveness of this measure so preference will be given to bidders with the least price differential between models. Unlimited warranties of 10 years or more will also receive preference.
- **LED light bulbs:** Bidder may bid a variety of sizes of dimmable LED bulbs. LED bulbs approved by the California Energy Commission and those warranted for 10 years of use with free replacements dropped shipped to customers' premises will receive preference. Bidder does not need to bid LED bulbs with all listed outputs and may modify outputs as required.
- **Weather-based irrigation controller (WBIC):** Any bid device must have been determined to be effective by an independent third party evaluator. The City will require a full warranty of 10 years or more. Devices shall either not require a subscription service

during the 10-year payment period, or, alternatively, if subscription is required, bidder should propose an upfront fee for subscription services for the 10-year period. Bidders are requested to attach documentation of third party field-based and references or other proof that their system is easy for landscape contractors to program.

Please complete the following chart with the requested information relevant to those measures being bid.

Measure	Manufacturer / Model	Efficiency Specification (flow rate, etc.)	Additional Product Information	Unit Pricing	Unit Warranty
Wall Mounted Showerhead					
Handheld Showerhead (with mount)					
Temperature Actuated Flow Reduction (TAFR) valve					
Bathroom Aerator					
Kitchen Aerator					
Toilet – Round					
Toilet – Oval					
Toilet – ADA height (if different)					
LED 40 watt equivalent					
LED 60 watt equivalent					
LED 75 watt equivalent					
LED 100 watt equivalent					
Weather-based irrigation controller				Must include up-front fee if subscription service is required	Minimum of 10 years required