

## City of Lompoc, CA



### Request for Proposal (RFP)

**RFP Number: 3016**

**RFP Title: Land Mobile Radio System**

**Document Name: Proposal Requirements**

**Senior Buyer: Theresa Hernandez**

**Senior Buyer Email: [t\\_hernandez@ci.lompoc.ca.us](mailto:t_hernandez@ci.lompoc.ca.us)**

**Senior Buyer Phone: 805-875-8020**

**Issue Date: November 14, 2022**

**RFP Due Date & Time: February 27, 2023 – 3 PM PST**

**Mailing Address: City of Lompoc, Purchasing Division  
1300 West Laurel Avenue, Bldg. 4A  
Lompoc, CA 93436**

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## 1. Project Overview

### 1.1 Introduction

The City of Lompoc, California requests proposals for the provision of a public safety radio system to support mission critical communications. The proposed communications system shall provide real-time operable and interoperable two-way wireless communications capabilities to all authorized users.

The term "Proposer" refers to vendors responding to this request for proposal (RFP). The term "City" refers to the City of Lompoc. The term "System" refers to the new ultra-high frequency (UHF) land mobile radio (LMR) system. The terms "Contractor" and "Vendor" refer to the prime contractor awarded this project and all subcontractors hired by the prime contractor. All requirements apply equally to the prime contractor and all subcontractors, which are referred to as Contractor throughout the rest of this section.

Specifications designated as OPTIONAL require a response but will not obligate the City to purchase the good or service although the City may seek to include additional service types under the contract where it makes both technological and financial sense.

This Proposal Requirements section describes the requirements that the Proposer shall meet in response to this RFP. The Functional Specifications section describes the requirements that shall be met by the Contractor after contract award.

### 1.2 Background

- A. The City current system is UHF and VHF analog conventional system with:
  - 1. Over 500 subscriber units
  - 2. 6 Fixed Repeated Sites
  - 3. 1 Control/Dispatch Site with 2 radio consoles
  - 4. 1 Receiver Site
  - 5. 11 UHF Repeated Channels (Also several talk around channels and several monitored)
  - 6. 2 VHF Repeated Channels (Also one talk around channel and one airport channel)
- B. Departments that use the Citywide LMR system include:
  - 1. Public Safety
    - a. Police

- b. Fire
- 2. Local Government (LG)
  - a. Community Development
    - 1) Parks
    - 2) Recreation
  - c. Utilities
    - 1) Electric
    - 2) Solid Waste
    - 3) Water
    - 4) Wastewater
  - d. Public Works
    - 1) Engineering
    - 2) Facility Maintenance
    - 3) Fleet
    - 4) Streets
    - 5) Transit
    - 6) Urban Forestry
- C. The radio system, dispatch consoles, and majority of subscriber equipment have reached the end of their manufacturer-supported lifecycle and guaranteed parts and support. The City requires replacement of this equipment with standards-based, public safety system and subscribers.

### **1.3 Project Goals**

- A. The goal of this Project is to ensure the implementation of a cost-effective, highly reliable public safety radio system that meets the City's needs for the next 10-15 years. The City Land Mobile Radio System Project shall provide:
  - 1. A replacement radio system including infrastructure equipment and software that complies with the most recent version of the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) suite of standards.
  - 2. A radio system with at least the same level of functionality and configurability as the existing system.

3. A radio system with an increased level of coverage that supplies 95% of the geographical boundaries of the service area with portable on-street coverage and increased in-building coverage.
4. Stakeholders with periodic updates and review cycles and ample opportunity to provide input/feedback throughout the project.
5. A stable, reliable infrastructure radio environment.
6. The flexibility to take advantage of future technologies, including mixed mode operation (analog conventional, and P25 Phase 1 and Phase 2).
7. A solution that leverages existing communications infrastructure (sites/facilities) to the greatest extent possible.
8. Enhanced interoperability with local, regional, State, and Federal first responder agencies.
9. Reserve capacity for use during major manmade or natural catastrophic events.

#### **1.4 Authorization**

- A. The City has authorized this RFP as part of an ongoing effort to enhance mission critical radio communications and interoperability.
- B. If the requirements of this RFP differ with those of the governing codes and regulations, then the more stringent of the two shall apply.

## 2. Instructions to Proposers

### 2.1 Overview

- A. The Proposer shall submit a comprehensive proposed design that describes the general, functional and operational capabilities of the proposed system as per the requirements specified in Attachment B.
- B. Proposals shall be clear and concise with sufficient detail for City to verify compliance.
- C. Proposals shall completely describe the equipment and methods used to implement the system.
- D. Proposals shall be submitted in a sealed envelope and received by **3:00 PM PST on February 27, 2023**. The City will not accept proposals received after this time. Proposals in the form of e-mails, telegrams, telephone calls, facsimiles, or telex messages will not be accepted.
- E. The Proposer shall complete all mandatory submittals provided in Attachment A. Failure to provide any of the mandatory submittals may be cause for rejection.
- F. "OPTION" or "OPTIONAL" in this section and the Functional Specifications section refer to features, services and/or equipment which the City may or may not purchase or items whose quantities are not determined yet. The Proposer shall respond to and provide pricing for all OPTIONAL features, services and equipment.
- G. The Proposer may provide samples, literature, graphic aids and other materials in appendices to help describe how the Proposer will accomplish the specified work.
- H. Base Proposal
  - 1. The proposed system shall be complete and operate as described without the need for any additional hardware or software. Should the system not perform as proposed, the Vendor shall make any upgrades or additions necessary for the system operate as proposed at no additional cost to the City.
  - 2. The Proposer shall not include any features to which the system is capable of but would require additional features or hardware for these features to operate. Any features contained or described in the Base Proposal shall be considered an offering by the Proposer and the cost for these features shall be included in the pricing.
- I. Alternate Proposals:



1. The Proposer shall submit a compliant Base Proposal in order for alternate proposal(s) to be submitted and evaluated.
  2. If a Proposer has a technical solution that meets the functional requirements but not all other requirements in this RFP, the Proposer may offer more than one alternate proposal as long as each proposal fully addresses the intent of the requirements set forth in this RFP.
  3. Alternate proposals shall be submitted separately under a different cover from the base proposal and clearly marked "ALTERNATE PROPOSAL".
- J. Table 1 shows the Procurement schedule.

**Table 1 - Procurement Schedule**

Procurement Schedule	
Description	Date/Time
RFP Release and Public Notice	November 14, 2022
Mandatory Pre-Proposal Conference and Site Visits	November 30, 2022
Site Visits	December 1, 2022
Deadline for Proposer Questions	December 15, 2022
Deadline for City to Answer Proposer Questions and Issue Addenda	January 10, 2023
Proposals Due	February 27, 2023
Interviews	April 25-26, 2023

## 2.2 Pre-Proposal Conference and Site Visits

- A. The Proposer shall attend a mandatory Pre-Proposal Conference on November 30, 2022, at 1300 West Laurel Avenue, Building 4A, Lompoc, California. Confirm attendance a minimum of five (5) business days prior to conference date, via email to Theresa Hernandez at [t\\_hernandez@ci.lompoc.ca.us](mailto:t_hernandez@ci.lompoc.ca.us).
- B. Mandatory site visits will follow the Pre-Proposal Conference.
- C. Following the mandatory Pre-Proposal Conference, the Proposer can submit questions in writing to [t\\_hernandez@ci.lompoc.ca.us](mailto:t_hernandez@ci.lompoc.ca.us). The City will respond to all questions by the date indicated in Table 1.

## 2.3 Addenda to the RFP

- A. Prior to the deadline for addenda as identified in Table 1, the City may issue written addenda making changes or corrections to the specifications as issued. All addenda shall become part of the specifications and awarded contract.



- B. The Proposer shall modify their products and/or services offered, as needed, to comply with all addenda.

## **2.4 Proposal Submission**

- A. The Proposer shall submit a bound original proposal, clearly identified as original and five (5) bound copies in a sealed package. The front of the package should be clearly marked: **City of Lompoc Land Mobile Radio System Proposal**
- B. The Proposer shall submit their proposed system pricing using the provided Microsoft® Excel® file in Attachment C.
- C. The Proposer shall submit their pricing proposal in a separate, sealed envelope.
- D. Each proposal package shall also include five (5) copies of the proposal in electronic format on individual flash drives.
- E. Proposals shall be addressed to the following:

**City of Lompoc, Purchasing Division  
1300 West Laurel Avenue, Bldg. 4A  
Lompoc, CA 93436**

## **2.5 Proposal Format and Content**

The first to pages of the proposal shall be a cover page and completed Representations and Certifications Form, followed by the following sections, in the order listed.

### **2.5.1 Section 1: Executive Summary**

The Executive Summary shall provide a high-level summary of this proposal, that it meets and exceeds the current requirements for the new system.

### **2.5.2 Section 2: Organization Information**

- A. **Company mission and history**
- B. **Organizational Chart**

The Proposer shall provide an organizational chart showing the Proposer organization and the relationship of the proposed services with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.

**C. Staffing Chart**

The Proposer shall provide a staffing chart, including key subcontractor personnel, that shows the project staffing plan, identifying staff positions (by name and title) and reporting responsibility. The Proposer may combine the Organizational and Staffing charts as long as all required information is included.

**D. Job Descriptions**

The Proposer shall provide job descriptions for all staff positions identified in the Staffing Chart by position title and requirements which include:

1. Skills, education, experience, and certifications.
2. Position description including decision authorities, reporting responsibilities, and duties.

**E. Staff Resumes**

The Proposer shall provide resumes for all key personnel in the Staffing Chart, including subcontractors, that provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience, emphasizing work similar to this project.

**F. Government Contracts**

The Proposer shall list all government contracts the Proposer has had in the last 3 years, not to exceed ten, beginning with the most recent. Include total value of contract, contact person, type of services, length of contract, performance outcome and compliance issues for each government contract listed. The City will verify contract information.

**G. Litigation**

The Proposer shall describe any litigation and resolutions in the past 3 years related to the contract performance. Provide a copy of a letter from the Proposer attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.

**H. Financial Information**

The Proposer shall provide documentation that the organization has sufficient financial reserves to maintain the program for the duration of the project. Documentation may include cash and/or credit reserves. In addition, the Proposer shall provide the following information for the last 3 fiscal years:

1. Audited financial statements with applicable notes.



2. Independent auditor's report on compliance and internal control over financial reporting based on an audit of the financial statements in accordance with Generally Accepted Accounting Principles (GAAP).
3. Independent auditor's statement of findings and questioned costs.

### **2.5.3 Section 3: Experience**

- A. The Proposer shall have a minimum 10 years of experience in designing and installing LMR systems for public safety and shall provide information describing their experience.
- B. The Proposer shall describe five successfully completed LMR projects of similar size and complexity for public-safety agencies. Project descriptions shall be limited to two pages and shall include:
  1. The Proposer's role on the project (i.e., integrator, prime contractor, subcontractor, and equipment installer)
  2. Project description
  3. Number of radio sites and base stations/repeaters
  4. Regional population base (i.e. city, county, state, etc.)
  5. Reference information
    - a. Customer and system name
    - b. Location
    - c. Contact person, telephone number, and email address

### **2.5.4 Section 4: Compliance Matrix**

- A. The Proposer shall demonstrate compliance with the functional specifications in Attachment B by completing the compliance matrix in Attachment D supplied in Microsoft Excel format.
- B. The Proposer shall mark an "X" in the appropriate column for each line of the Compliance Matrix. The Proposer is not required to address rows of the matrix marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:
  1. COMPLY - the proposal meets the specified requirement or the Proposer acknowledges the statement in the specifications.
  2. COMPLY WITH CLARIFICATION - the proposal does not meet the exact stated requirement; however, it meets a substantial portion of or meets the intent of the requirement. The Proposer shall provide a detailed explanation when using this statement.

3. EXCEPTION - the proposal does not meet the specified requirement. The Proposer shall provide a detailed explanation when using this statement.

### **2.5.5 Section 5: Proposed Design**

The Proposer shall submit a comprehensive Proposed Design of the proposed solution(s). The Proposed Design shall include a detailed description (including block diagrams) of the System and subsystems, including hardware, software, and licensing. The Proposed Design shall be organized to include individual sections that address each of the Functional Specifications requirements, including:

- A. P25 Trunked Radio System
  1. Project 25 Requirements
  2. System Control
  3. Coverage
  4. Site Selection
  5. Capacity (including Frequency Plan)
  6. Site Equipment
  7. Interoperability
- B. Dispatch Console System
- C. Logging Recorder System
- D. Network Management System
- E. Optional Unit Location Services
- F. Optional Smartphone/Broadband Device Integration
- G. Field/Subscriber Radio Equipment
- H. Backhaul Network Requirements
- I. Site Development
  1. If the proposal includes a site(s) currently in use by the City, the proposal shall detail any required site modifications.
  2. If the proposal includes developed, non-City-owned site(s), the Proposer shall confirm that space is available on the tower at the required heights, and space is also available for equipment in an existing room, or space is available for a shelter to be placed within the secured site area. The Proposer shall provide contact information including phone number and email for each site proposed. Note: The Proposer shall include expected

lease costs over 15 years in its Cost Proposal. Reference to actual costs shall not be discussed in the Proposer's response to this section.

3. If the proposal includes new site(s) not currently in use by the City, the proposal shall detail all site infrastructure (tower, shelter, power, etc.), architecture and engineering (A&E), permitting, and construction that is proposed for the site(s).

## **2.5.6 Section 6: Project Management, Implementation and Migration**

### **2.5.6.1 Project Management Plan**

The Proposer shall submit a comprehensive Project Management Plan tailored to this project that contains the following items:

- A. Project scope**
- B. Work Breakdown Structure (WBS)**
- C. List of deliverables**
- D. Project schedule**

The Proposer shall include a detailed Gantt Chart containing the following tasks:

1. Site surveys
2. Microwave path surveys and analyses
3. Detailed design review
4. Equipment manufacturing
5. Factory acceptance
6. Equipment delivery
7. System installation (per site, phase, and/or subsystem)
8. System configuration
9. System optimization
10. Radio coverage and acceptance testing
11. Training
12. System cutover
13. 30-day operational burn-in
14. System documentation, development and delivery

15. System Acceptance

**E. Quality Assurance/Quality Control (QA/QC) plan**

The Proposer shall include a QA/QC plan tailored to the system being proposed.

**F. Risk management strategy**

The Proposer shall describe how they intend to monitor and control the installation and deployment of the proposed system and mitigate risks to ensure that the system meets the design specifications and delivery requirements.

**G. Responsibility matrix**

The Proposer shall describe the City and the Vendor's responsibilities.

**H. Change order plan**

The Proposer will describe how requested/suggested changes initiated by the City and/or Vendor are addressed.

**I. Punch list methodology**

The Proposer shall submit a methodology for maintaining a real-time punch list, accessible by the City and the Vendor.

### **2.5.6.2 System Implementation Plan**

The Proposer shall submit a comprehensive System Implementation Plan tailored to this project that contains the following items:

**A. Site surveys, Grounding Assessment, Structural Analyses, and Equipment Installation Plan**

The Proposer shall describe its plan for site surveys, grounding assessment, structural analyses, and equipment installation, including any subcontractor(s) and/or partnership(s)

**B. Federal Communications Commission (FCC) Licensing**

The Proposer shall describe its plan for FCC Licensing, including:

1. A description of the frequency coordination and FCC licensing procedures that the Proposer will follow to comply with the spectrum and licensing requirements
2. Evidence that the design meets tower height restrictions, as well as output and Effective Radiated Power (ERP) levels permitted by the Regional Planning Committee and FCC rules and regulations

**C. Interference Mitigation**



The Proposer shall describe the procedures that the Proposer will follow to meet the interference mitigation requirements and FCC Maximum Permissible Exposure (MPE) standards.

***D. Detailed Design Review***

The Proposer shall describe its plan for conducting Detailed Design Review (DDR) meetings.

***E. Staging Acceptance Test Plan (SATP)***

The Proposer shall describe its SATP, including the Proposer's factory and testing location(s). The Proposer shall include an SATP tailored for the System.

***F. Coverage Acceptance Test Plan (CATP)***

The Proposer shall describe its CATP for the proposed System with testing procedures and methods the Proposer intends to follow. The Proposer shall include a CATP tailored for the System.

***G. Field/Final Acceptance Test Plan (FATP)***

The Proposer shall describe its FATP tailored for each phase of the System. The Proposer shall include a FATP tailored for the System.

***H. Site Remediation Inspections and Sign-Off***

The Proposer shall describe its plan for site remediation inspections and sign-off.

***I. Equipment Installation Inspections and Sign-Off***

The Proposer shall describe its plan for equipment installation inspections and sign-off.

***J. Use of Latest Equipment***

The Proposer shall describe its plan for ensuring that all equipment will have the latest software/firmware revision before Final Acceptance Testing begins for the System.

***K. Field/Final Acceptance***

The Proposer shall describe its procedure that will be used for conducting and documenting Field/Final Acceptance of the System.

***L. Burn-in Period***

The Proposer shall describe its approach for the 30-Day operational burn-in period of the System, including acknowledgement and planning for a fully loaded System.

***M. Approval of Activities and Documents for System Acceptance***

The Proposer shall describe its methodology for gaining City approval on all of the activities and documents required for System Acceptance.

***N. System Acceptance to Warranty Support***

The Proposer shall describe its plan to transition from System Acceptance to Warranty Support.

***2.5.6.3 Migration Plan***

The Proposer shall include a detailed migration plan tailored to this project that describes their strategy for providing critical public safety voice communications throughout the migration period. Existing radio users and dispatch centers must have reliable communications with minimal impact throughout the migration. The migration plan shall address every aspect of the migration and cutover strategy phased by channel as needed and include specific plans for user group jurisdictions.

***2.5.6.4 Training Plan***

The Proposer shall provide a detailed training plan that outlines quantity and type of training courses for field users, dispatchers, and technical staff.

- A. The Proposer shall identify location(s) (City and State) for training on all Proposer and/or third-party manufactured equipment.
- B. The Proposer shall describe all operational and technical training programs they intend to provide. The descriptions shall include the following:
  - 1. A list of all subjects with a description of each
  - 2. Class material to be provided by the Proposer
  - 3. Number of classes
  - 4. Class duration
  - 5. Need for recurring training
  - 6. Class size
- C. The Proposer shall describe specific requirements (conference room, computers, video, etc.) that is required for the Proposer to conduct training at City-specified location(s).
- D. Describe which of the training courses could be offered online and which require in-person hands-on training.



- E. The Proposer shall provide a complete catalog of training classes, including web-based, on-site (hands-on with actual System equipment), and train-the-trainer. The Proposer shall include this catalog with Section 8 of the Proposal.

### **2.5.7 Section 7: Warranty, Maintenance and Support information**

The Proposer shall provide proposed warranty, maintenance and support package for the proposed system, subsystems and subscriber equipment that contains:

- A. A description of the system, subsystem, and equipment warranty for all proposed equipment including third-party products.
- B. The Proposer shall provide a copy of any standard support agreements (e.g., warranty, maintenance, software licensing). **Note:** The City's receipt of such agreements does not constitute City's acceptance or concurrence with the agreement.
- C. An explanation of how the Proposer intends to provide on-site support 24 hours/day, 7 days/week, 365 days/year for the first 12 months following System Acceptance and their 24-hour call center capabilities.
- D. Identification of the Proposer qualified service organization(s) that will provide warranty service and repair.
- E. A description of how the Proposer will meet the following warranty requirements:
  - 1. Service and repair to be performed 24 hours/day, 7 days/week, 365 days/year.
  - 2. The ability for the City to perform any maintenance and/or repairs required during the warranty period without voiding or affecting the Vendor's warranty.
  - 3. System to track equipment needing factory or depot repairs.
  - 4. Hardware repair and replacement.
  - 5. Software and firmware upgrades and back up.
- F. A description of the procedures that will be used to handle system level failures and defects during the warranty period.
- G. A description of the software and firmware upgrade support to be provided during the warranty period.
- H. A list of recommended initial spare parts and equipment, including, but not limited to:
  - 1. All Field Replaceable Units (FRUs)

2. All infrastructure components having no FRUs, but that can cause a critical failure (e.g., antenna systems, other non-modular components), including all third-party equipment items
  3. Power supplies
  4. Test, measurement, calibration, and repair kits
  5. Diagnostic equipment to support City maintenance activities
- I. A description of the Proposer plan to provide system lifecycle support to the City for the life of the contract, including:
    1. Spare parts and equipment
    2. Technical support services
    3. Design and engineering services
  - J. A description of the Proposer OPTIONAL post-warranty service(s) for all supplied equipment in annual increments for a 10-year period following warranty expiration including:
    1. Remote technical support
    2. Software support and upgrades
    3. Cybersecurity support
    4. Hardware refresh
    5. Onsite support and repair
    6. NOC monitoring

### **2.5.8 Section 8: Additional Information**

- A. Coverage
  1. The Proposer shall submit talk-in and talk-out coverage prediction maps for the proposed radio system(s). Coverage maps shall be submitted with proposals, and new maps shall be provided during the Pre-Contract Design phase (design phase after award but before contract execution) should any of the proposed coverage have changed since the time of the original proposal. Coverage maps shall be provided for each of the following transmission paths, using antenna configurations:
    - a. Mobile Radio Talk-in (composite and individual sites)
    - b. Mobile Radio Talk-out (composite and individual sites)
    - c. Portable Radio Talk-in, on-street (composite and individual sites)

- d. Portable Radio Talk-out, on-street (composite and individual sites)
  - e. Portable Radio Talk-in, in-building (composite with 15 dB building loss)
  - f. Portable Radio Talk-out, in-building (composite with 15 dB building loss)
2. All maps shall clearly delineate the difference between areas predicted to be equal to or greater than DAQ 3.4 equivalent coverage and areas that do not meet coverage requirements.
  3. For all mapping configurations described above, the Proposer shall provide “composite” coverage maps, which represent the effective coverage of all simulcast cells and/or multicast sites. In addition, the Proposer shall provide individual simulcast cell coverage maps. These individual simulcast cell maps shall display any areas of predicted time-delay interference (TDI) that are not eliminated through the use of antenna design and/or launch delays.
  4. Coverage maps shall be based on the type and tier of subscriber equipment proposed by the Proposer, utilizing the same type of antennas being provided with the required subscriber radios.
  5. The Proposer shall describe the RF propagation model (including version number, if applicable) used to provide coverage predictions.
  6. The Proposer shall describe the terrain and clutter dataset resolution used to perform coverage predictions. At a minimum, these datasets should have a resolution of 30 meters.
  7. The coverage maps shall be provided in a scale such that all areas with less than 95% reliability are easily spotted during the review of such maps.
  8. The Proposer shall include coverage statistics that clearly delineate the predicted coverage percentages for all required transmission paths (i.e., portable on-street talk-in), for all service area(s) as described in the Functional Specifications document.
  9. Coverage maps shall be provided in the following formats on a flash drive:
    - a. In PDF file format with an image resolution greater than 600 dpi when printed using a 11”x17” page size.
    - b. In a computer file format that may be imported into the City’s ESRI ArcGIS system.
    - c. In a computer file format that may be imported into Google Earth Pro (e.g., KML, KMZ).



10. All maps shall include map layers suitable for the City's reference (e.g., topographic map, roads, rivers, etc.).
  11. The Proposer shall include link budgets on a site-by-site basis.
- B. The Proposer shall include microwave path profiles and analyses.
  - C. The Proposer shall include rack elevation drawings on a site-by-site basis.
  - D. The Proposer shall include equipment specifications for all proposed equipment, including third-party products.
  - E. The Proposer shall include a catalog of training classes per Section 2.5.6.4.
  - F. Any additional information that is not covered in other sections that will assist the City to understand the proposed system and/or verify compliance with the requirements of this RFP.

## **2.6 Pricing Proposal**

The Proposer shall submit their pricing proposal in a separate, sealed envelope or package. Pricing proposals shall begin with a cover page and table of contents and include the following, in the order listed:

### **2.6.1 Section 1: Description**

The Proposer shall provide a detailed description of their pricing proposal.

### **2.6.2 Section 2: Pricing Schedule**

- A. The City will evaluate proposals with consideration given to the best overall cost of ownership. The Proposer shall provide detailed cost of ownership information for the proposed LMR and microwave equipment for 10 years. The Proposer shall provide individual pricing for the proposed products and services in sufficient detail to allow the City to verify that all major components have been included. The City may elect to purchase all, some, or none of the items offered.
- B. The Proposer shall submit the proposed system pricing by completing the pricing forms supplied in the provided Microsoft Excel file in Attachment C. Individual components should be identified on the pricing form in a way the reviewers can easily understand what is being provided.
- C. The Proposer shall refer to the Pricing Sheets Instructions that accompany Attachment C for instructions on completing the Microsoft Excel workbook as well as the level of detail needed in the Pricing Proposal.

- D. The Proposer shall submit a proposed milestone payment schedule with each milestone and/or deliverable for which payment will be due. The milestone payment schedule must include 10% after contract signing, and 10% as the final system acceptance milestone payments. The remaining 80% must be reasonably distributed to other milestones reflected in the project schedule.
- E. Payment for all deliverables or milestones is dependent on City written acceptance.

### **2.6.3 Section 3: Warranty and Support**

The Proposer shall provide a copy of any standard support agreements (e.g., warranty, maintenance, software licensing) requiring the City's review and signature.

### **2.6.4 Section 4: Post-Warranty Support**

- A. The Proposer shall submit a proposed fee schedule and contract discount (if applicable) for the hardware, software, and services following the warranty period.
- B. The Proposer shall support the proposed fee schedule for a minimum of 10 years beyond the initial warranty period.

## **2.7 Evaluation**

- A. The proposal shall provide clear and sufficient detail to enable the City to evaluate the responsiveness and quality of the proposal and the proposed system's compliance with the requirements of this RFP.
- B. Proposers shall not contact any member of the City's evaluation committee.
- C. Accepted proposals shall be reviewed by the City's evaluation committee and scored among several categories. Evaluation points given by each evaluator shall be summed and divided by the number of evaluators to compute an average score for each proposal. Proposals will be scored and graded in the categories shown in Table 2.

**Table 2 – Evaluation Criteria**

Evaluation Criteria	
Category	Max Points
Proposed System Design	20
Project Management, Implementation, and Migration	20
Financial Stability	10
References	5
Interviews	20
Cost	15
Vendor’s Overall Response	10
<b>Total Possible Points</b>	<b>100</b>

**2.8 Interviews, Demonstrations, and Oral Presentations**

After the City evaluates proposals in the competitive range, the City reserves the right, but is not required, to interview or accept demonstrations or oral presentations from any or all of the Proposers in the competitive range.

**2.9 Contract Award**

- A. The City will award one or more contracts to the Proposer(s) whose offer(s) comply with the RFP requirements and which will be, in the opinion of the City, in the best interest of the City.
- B. The City reserves the following rights, consistent with procuring a system, that best meets the needs of the City and system users:
  - 1. The right to accept or reject any or all proposals or any portion thereof.
  - 2. The right to accept all or part of any proposal depending solely upon the requirements and needs of the City.
  - 3. The right to seek clarifications of any proposal submitted or specific aspects of any proposal prior to the award of the contract.
  - 4. The right to adjust item quantities and/or reconfigure the communications system in the best interest of the City subsequent to award of the contract.
- C. If multiple contracts are awarded, in lieu of a turnkey contract, the City may either negotiate additional scope with one or more of the successful Proposers to:
  - 1. Assume prime contractor status.



2. Provide system integration or prime contractor services if the Proposer submitted a proposal for those services.

### ***2.10 Business Status and Registration Requirements***

- A. To receive a bid award from the City, the Vendor must be properly registered and licensed to do business in the City.
- B. All applicable license accounts must be in "good standing" with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages, and business net profits, paid in full with appropriate reporting forms filed in the City Clerk's Office AND City Tax Office. Inquiries can be directed to the City Business License Office at 805-875-8241.

### ***2.11 Standard Hold Harmless, Indemnification Clause, Insurance Requirements***

Prior to entering into a contract with the City, the Contractor must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in Standard Hold Harmless and Indemnification Clause, and Insurance Requirements, included in Attachment A.

### ***2.12 Performance and Payment Bonds***

Upon contractual agreement, the selected Vendor shall provide a Performance Bond and Payment Bond in an amount no less than the value of the contract.

### ***2.13 Bid Retraction***

- A. The Proposer is advised that proposals submitted in response to this RFP may not be withdrawn for a minimum of 120 days following the public opening unless circumstances justify consideration by the City of a release from this provision.
- B. Requests to withdraw a proposal must be in writing and received by the City at least 24 hours prior to the public opening.

### ***2.14 Records Retention and Disclosure***

- A. The selected Vendor shall maintain, for a period of two (2) years from the date of final payment, all books and records pertaining to the awarded proposal.
- B. In compliance with the Open Records Act, trade secrets or proprietary information submitted by a Proposer in connection with this procurement shall not be subject to public disclosure. However, the Proposer must invoke this

protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is also unacceptable. Disputes over disclosure will be resolved by the City Attorney's Office.

## **2.15 Attachments**

Attachment A – Mandatory Submittals:

- Attachment A.1 – Non-Collusive Vendor Statement
- Attachment A.2 – Anti-Lobbying Certification
- Attachment A.3 – Confidentiality Agreement
- Attachment A.4 – Responsibility of Bidder Form
- Attachment A.5 – Bid Form
- Attachment A.6 – Standard Hold Harmless & Indemnification Clause,  
And Insurance Requirements Form
- Attachment A.7 – Certified Payroll Requirements
- Attachment A.8 – Federal Terms and Conditions
- Attachment A.9 – Applicability
- Attachment A.10 – Terms and Conditions

Attachment B – Functional Specifications with Appendices A - C

Attachment C – Proposal Pricing Forms

Attachment D – Compliance Matrix



## Attachment A – Mandatory Submittals

The Proposer must complete all forms contained in this section and submit in the Proposal.

### Attachment A.1 – Non-Collusive Vendor Statement PROPOSAL: RFP #3016 Land Mobile Radio System

The undersigned Vendor, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The proposal has been arrived at by the Vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Vendor of materials, supplies, equipment, or services described in the invitation to propose, designed to limit independent proposing or competition, and
2. The contents of the proposal have not been communicated by the Vendor or its employees or agents to any person not any employee or agent of the Vendor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

The undersigned Vendor further certifies that this statement is executed for purposes of inducing the City of Lompoc to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
LEGAL NAME OF VENDOR

\_\_\_\_\_  
SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE, ZIP



**Attachment A.2 – Anti-Lobbying Certification**  
**PROPOSAL: RFP #3016**  
**Land Mobile Radio System**

The undersigned Vendor certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Vendor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

\_\_\_\_\_  
LEGAL NAME OF VENDOR

\_\_\_\_\_  
SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE, ZIP



**Attachment A.3 – Confidentiality Agreement**  
**PROPOSAL: RFP #3016**  
**Land Mobile Radio System**

**CONFIDENTIALITY AGREEMENT:**

As a Vendor, you may be involved with work pertaining to services provided by the City of Lompoc and, if so, you may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the City. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, you may also have access to proprietary information supplied by the City of Lompoc or by other vendors doing business with the City of Lompoc. The City has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. If you are to be involved in City work, the City must ensure that you, too, will protect the confidentiality of such data and client protected information. Consequently, you must sign this agreement as a condition of your work for the City. Please read this agreement and take due time to consider it prior to signing.

**CERTIFICATION:**

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to an agreement awarded by the City of Lompoc. I agree to forward all requests for the release of any data or client protected information received by me to the City Designated Representative.

I agree to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the City, design concepts, algorithms, programs, formats, documentation, City proprietary information and all other original materials produced, created or provided to or by me under an agreement awarded by the City of Lompoc. I agree to protect these confidential materials against disclosure to other than City employees who have a need to know the information. I agree that if proprietary information supplied by the City or by other City vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the City Designated Representative any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the City Designated Representative upon completion of termination of this contract.



I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the City of Lompoc may seek all possible legal redress.

---

LEGAL NAME OF VENDOR

---

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN

---

BUSINESS ADDRESS

---

DATE

---

CITY, STATE, ZIP

**Attachment A.4 – Responsibility of Bidder Form**  
**PROPOSAL: RFP #3016**  
**Land Mobile Radio System**

This form must be completed in full and submitted with bid/proposal. Misrepresentation or failure to complete will automatically disqualify bid/proposal.

Name: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_  
Street or P.O. Box City State Zip Code

1. Type of service/supplies provided in normal course of business:

\_\_\_\_\_

2. Length of time in business: \_\_\_\_\_

3. Experience in providing bid-required services/supplies:

\_\_\_\_\_

4. Currently a party/defendant in lawsuit(s) (\_\_\_) Yes (\_\_\_) No

If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. State past history as party/defendant in lawsuit(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Name of contract/product:

\_\_\_\_\_

7. If construction bid:

a. How many other projects currently ongoing?

b. How many bids currently submitted elsewhere?

c. Have books been audited by CPA (\_\_\_) Yes (\_\_\_) No  
Date of last audit: \_\_\_\_\_

List of references (public or private) and contact person for whom similar services/supplies provided:

Firm Name	Address	Contact Person
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, \_\_\_\_\_, do solemnly swear that to the best of my knowledge and belief the above is true and accurate statement of the facts.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before, me, a Notary Public, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ Notary Public (# \_\_\_\_\_)

My Commission Expires:

\_\_\_\_\_



**Attachment A.5 – Bid Form  
PROPOSAL: RFP #3016  
Land Mobile Radio System**

TO: City of Lompoc, Purchasing Division

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data submitted herein is accurate, complete and current as of the date set forth hereon:

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of service/equipment/supplies to be furnished as set forth.

The undersigned proposes to furnish the supplies and/or equipment that will perform in a satisfactory manner and that is in accordance with the specifications set forth, for the total cost submitted in Table 1 – Total Price Summary.

The bidder, herein certifies by signature, that all specifications have been reviewed and that any variations to the City's specifications, including both exceptions to or enhancements to same, are clearly spelled out in an attachment to this bid.

\_\_\_\_\_  
(Signature)



The bidder herein certifies by signature that all addenda issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addenda on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

\_\_\_\_\_  
(Signature)

The bidder herein certifies by signature that the Responsibility of Bidders Form has been fully completed and attached hereto as part of the bid.

\_\_\_\_\_  
(Signature)

Are there any exceptions to the specific specifications set forth on proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company or individual Name

\_\_\_\_\_  
Doing business as (DBA)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
P.O. Box Number

\_\_\_\_\_  
City, State, Extended zip code





## Bid Form Signature Page

---

Official Name (Printed)

---

Official Signature

---

Date Signed

**Attachment A.6 – Standard Hold Harmless & Indemnification Clause,  
And Insurance Requirements Form  
PROPOSAL: RFP #3016  
Land Mobile Radio System**

I. PROFESSIONAL HOLD HARMLESS AND INDEMNIFICATION CLAUSE & INSURANCE REQUIREMENTS:

Vendor agrees to indemnify and hold harmless the City of Lompoc, its elected and appointed officials, officers, employees, agents, volunteers, and successors in interest from all claims, damages, losses and expenses including court costs, attorneys' fees, to the extent arising out of or resulting, directly or indirectly, from the Vendor's (or Vendor's subcontractor's) performance or breach of the contract, including claims resulting from negligent acts, errors or omissions. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE

**The Vendor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted to and approved by the City of Lompoc's Purchasing Division.** The Vendor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by the Vendor, evidencing proof of coverage. Prior to commencing work, the Vendor shall maintain continuous liability coverage written on an occurrence basis or, on a claims made basis with an extended reporting period (ERP) option of not less than 3 years. Coverage will be provided through insurance companies licensed to do business in the State of California with a Best Rating of A-or better.

Without limiting the Vendor's indemnification requirements, it is agreed that the Vendor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the City of Lompoc. The City of Lompoc may require the Vendor to supply proof of subcontractor's insurance via Certificate of Insurance, or at City of Lompoc's option, actual copies of policies.

**The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:**

**COMMERCIAL GENERAL LIABILITY (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury. The limit amount for this insurance shall be **not less than \$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**WORKERS’ COMPENSATION:** As required by State of California Statutes, and Employer’s Liability Insurance (including disease coverage) in an amount **not less than \$1,000,000** per occurrence.

**AUTOMOBILE LIABILITY:** ISO Form CG 00 01 covering any vehicle (Code 1), including those owned, leased or rented (Code 8), or borrowed (Code 9). The limit shall be **not less than \$1,000,000** per occurrence for bodily injury and property damage.

**ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE:**

(Either A or B below) with a \$1,000,000 Limit of Liability per occurrence basis, or on a claims made basis with an extended reporting period (ERP) option of not less than 3 years, and a minimum \$2,000,000 per annual aggregate:

- A) Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) or
- B) Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement).

**The following policies are to contain or be endorsed to contain the following provisions:**

**COMMERCIAL GENERAL LIABILITY COVERAGE**

- A) The City of Lompoc, its elected and appointed officials, employees and agents are added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Vendor entering into this contract for service including the insured's general supervision of the premises owned, occupied or used by the Vendor entering into this contract.



- B) The insurance coverage for the Vendor entering into a contract shall be primary insurance as respects liability arising out of activities performed by or on behalf of the Vendor entering into this contract for service including the insured's general supervision of the premises owned, occupied or used by the Vendor entering into this contract. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Vendor's insurance coverage and shall not contribute to it.
- C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, employees, agents and successors and volunteers.

### **ALL COVERAGE**

- A) Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice has been given to the City.
- B) Any deductibles or self-insured retentions must be declared to and approved by the City.
- C) Certificate of Insurance as required above shall be furnished to

City of Lompoc, Purchasing Division  
1300 West Laurel Avenue, Bldg. 4A  
Lompoc CA 93436-5163  
Fax: (805) 735-7628 or via email to  
purchasing@ci.lompoc.ca.us.

### **III. MISCELLANEOUS**

Approval of the insurance by the City of Lompoc shall not in any way relieve or decrease the liability of the Vendor hereunder. It is expressly understood that the City of Lompoc does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest of liability of the Vendor. The City shall not be obligated to review such insurance certificates, policies and endorsements, or to advise the Vendor of any deficiencies in such documents, and such receipt shall not relieve the Vendor from or be deemed a waiver of the City's right to insist on strict fulfillment of the Vendor's obligation herein.

IV. OSHA COMPLIANCE

The Vendor entering into a contract agrees to comply with all appropriate federal and state OSHA laws, rules and regulations. The Vendor entering into the contract shall have a safety policy based upon applicable regulatory standards, a copy of which may be obtained by the City Safety/Training Manager, upon request.

Name of Vendor: \_\_\_\_\_

Authorized Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause the Vendor to be an officer or official of the City of Lompoc. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

---

**Attachment A.7 – Certified Payroll Requirements**  
**PROPOSAL: RFP #3016**  
**Land Mobile Radio System**

This certified payroll description pertains to both the Prime Contractor and all subcontractors performing work on projects utilizing any funds.

Adherence to all of these procedures will assure full compliance and insure timely payments throughout the course of the project. Contractor or subcontractor neglect of any of these items may result in rejection of submittals, payment interruptions, and penalty assessment.

- **Certified Payroll Form Requirements** – These forms are provided in the form of an Excel spreadsheet.

LC-03 Authorization to Certify: Provide one for every Certifying Payroll Officer.

LC-01 Payroll Reporting form: Provide one for every payroll Week Front and back to cover all employees for that period.

LC-04 Non-Performance. Provide one for every week there was no payroll.

- **Prevailing Wage Required**: If any of the work performed under this RFP will constitute a “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is \$1,000 or more, the contractor shall pay prevailing wages for such work and shall comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable labor and payment laws. Prevailing wage determinations can be obtained at: [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm).
- **Overtime**: The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week (Labor Code Section 1811). Overtime (not less than 1-1/2 times basic rate of pay) must be paid for all work performed by employees on public work in excess of eight hours per day, and 40 hours during any one week (Labor Code Section 1815).
- **Penalties**: Penalties, including forfeitures and debarment, shall be imposed for Contractor or subcontractor failure to pay prevailing wages, failure to maintain and submit all requested documentation, failure to employ apprentices, failure to pay overtime, and failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813.

- **Certified Payroll Records:** Per Labor Code Section 1776, Contractor and all subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works project.
- **No Work:** In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week.

Contractor and all subcontractors shall maintain their certified and/or non-performance payrolls on a weekly basis and shall submit said payrolls weekly to

City of Lompoc, Purchasing Division  
1300 West Laurel Avenue, Bldg. 4A  
Lompoc CA 93436-5163  
Fax: (805) 735-7628 or via email to  
[purchasing@ci.lompoc.ca.us](mailto:purchasing@ci.lompoc.ca.us).

Employee payroll records shall be certified and shall also be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

## **Attachment A.8 – Federal Terms and Conditions**

### **PROPOSAL: RFP #3016**

### **Land Mobile Radio System**

#### FEDERAL TERMS AND CONDITIONS

If this Project is being assisted by the United States of America. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

#### **A. Equal Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Lompoc setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be



imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Copeland “Anti-Kickback” Act (18 U.S.C. 874)**

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**C. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)**

General Services will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

**D. Requirements and Regulations pertaining to Data and Design**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**E. Requirements and Regulations Pertaining to Reporting**

The City of Lompoc, and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**F. Compliance with Clean Air Act and Clean Water Act.**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

**G. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

General Services shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871).

## **Attachment A.9 – Applicability**

### **PROPOSAL: RFP #3016**

### **Land Mobile Radio System**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I (b)( 2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5. 5(a)(1 )(iv); also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5. 5( a)( 4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5. 5 (a)(1 )(ii ) and the Davis-Bacon poster (WH- 1321 ) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. USA shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and USA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by USA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will

approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise USA or its designee or will notify USA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and USA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), USA or its designee shall refer the questions, including the views of all interested parties and the recommendation of USA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise USA or its designee or will notify USA or its designee within the 30- day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

**2. Withholding.** USA or its designee shall upon is own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis- Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, USA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. USA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215- 0017.)

(ii) ( a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to USA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to USA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5(a)( 3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www. dol. gov/ esa/whd/forms/ wh347instr. htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to USA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to USA or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to USA or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215 -0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5( a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;





(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of USA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, USA or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency ( where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor s or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5. 16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant, to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as USA or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5. 5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5. 12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and USA or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5. 12 (a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5. 12(a)(1).

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.**

USA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work





performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## Attachment A.10 – Terms and Conditions PROPOSAL: RFP #3016 Land Mobile Radio System

1. **TERMS AND CONDITIONS OF THIS ORDER:** This order is limited to the terms and conditions herein, unless expressly agreed in writing by the City. For purposes of this order, Vendor shall mean the person providing service/supplies hereunder.
2. **SELL OR ASSIGN:** Vendor has no right to sell, assign, or transfer any obligations resulting from this order without the specific written consent of the Purchasing and Materials Manager.
3. **COMPLIANCE WITH LAWS/HOLD HARMLESS:**  
All services and goods provided hereunder shall comply with all applicable federal, state, and local laws and regulations. Vendor further agrees to indemnify, defend, and hold harmless the City and each of its officers, officials and employees against any claim, loss, damages, award, liability and costs, including reasonable attorneys' fees and court costs, arising from an act or omission of Vendor in the performance of this order.
4. **TAXES:** This order is subject to California Sales Tax. The City is exempt from Federal Excise Tax.
5. **WARRANTY:** Vendor fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated hereon.
6. **LAWS GOVERNING CONTRACT:** This order is governed by the laws of the State of California. Vendor further stipulates this order was entered into in the State of California, and the County of Santa Barbara is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.
7. **BUSINESS TAX NUMBER:** Vendor must have a current and valid City of Lompoc Business Tax Certificate and pay applicable Business Taxes. Please contact the City Clerk Office at 805 875-8242 for information.
8. **AUTHORIZED DISTRIBUTOR:** Vendor represents Vendor is an authorized distributor of the product to which this order may apply. The City reserves the right to cancel this order, at any time, if City determines Vendor is not an authorized distributor of the product ordered.
9. **NEWEST MAKE & MODEL:** All products provided pursuant to this order shall be of the newest make and model available, unless otherwise stated herein.
10. **INSURANCE:** If Vendor performs work on City premises, then Vendor shall possess a current approved certificate of insurance, a copy of which is on file with the Purchasing and Materials Manager prior to the performance of work
11. **PREVAILING WAGES:** If Vendor is performing work exceeding a combined labor and materials costs of \$1,000.00 such works are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services and must comply with California Labor Code Sections 1773.2, 1776 and 1777.5.
12. **PAYMENT:** Payment will be made only upon receipt of all materials, services, and invoices, which are as specified and in accordance with the terms of this order, unless otherwise stated herein.
13. **REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications or terms of this order.
14. **F.O.B. POINT:** All orders are shipped F.O.B. Destination.
15. **TITLE:** Except as, otherwise expressly provided herein, title to and risk of loss on all items shipped by Vendor or Vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.
16. **SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed, unless specified otherwise herein.
17. **DELIVERY ADDRESS:** Vendor shall deliver to the delivery address indicated on this order. Deliveries received at other locations may not be accepted.
18. **PRODUCT LIABILITY:** Vendor certifies insurance covering product liability, if any malfunction occurs causing property damage or personal injury, is in full force and effect, and agrees to indemnify, hold harmless, and defend City and each of its officers, officials and employees from any claim, loss, damages, award, liability and costs, including reasonable attorneys' fees and court costs arising therefrom.
19. **DEFAULT BY VENDOR:** The City reserves the right to cancel at any time any or all items not delivered or services provided, as directed and within the time specified. In case of default by Vendor, the City may procure the goods or services from any source available and charge the difference between the price named in this order and the actual cost hereof to the Vendor. Prices paid by the City are considered at the prevailing market price at the time such purchase is made.
20. **CHANGES IN ORDER:** No alteration or variation of terms of this order is valid unless made in writing and signed by the Purchasing and Materials Manager. No oral understandings or agreements not incorporated herein, and no alterations or variations of the terms herein are valid, unless made in writing between the parties hereto.



## **Attachment B – Functional Specifications**

The Proposer shall reference the Functional Specifications provided as separate electronic file.

## **Attachment C – Proposal Pricing Forms**

The Proposer shall complete the Pricing Forms and submit in its native Microsoft Excel format.

## **Attachment D – Compliance Matrix**

The Proposer shall complete the Compliance Matrix and submit in its native Microsoft Excel format.