



REQUEST FOR PROPOSAL (RFP) NO. 22-670

FOR

**DIGITAL LAND MOBILE RADIO (LMR) SYSTEM FOR NORWALK
TRANSIT SYSTEM (NTS)
CAPTIAL LEASE AGREEMENT**

**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**RFP RELEASE: FRIDAY, MARCH 11, 2022
SUBMISSION OF QUESTIONS: THURSDAY, MARCH 24, 2022
PROPOSAL DUE: FRIDAY, APRIL 22, 2022 11:00AM**

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
NOTIFICATION TO PROPOSERS	5
COVER LETTER	6
ESTIMATED SCHEDULE OF EVENTS	8
PROPOSAL SUBMISSION CHECKLIST	9
SECTION 1 - INSTRUCTIONS TO PROPOSERS	10-17
IP.1 Proposal Format and Submittal	
IP.2 Examination of Proposal Documents	
IP.3 Addenda	
IP.4 Clarifications	
IP.5 Errors in Proposals	
IP.6 Withdrawals of Proposal	
IP.7 References	
IP.8 Proposal Signatures	
IP.9 Pre Contractual Expenses	
IP.10 City of Norwalk Rights	
IP.11 Taxes, Licensing and Permits	
IP.12 Responsibility for Compliance with Legal Requirements	
IP.13 Confidentiality and Public Record	
IP.14 Joint Offers	
IP.15 Company Personnel and Certifications	
IP.16 Single Proposal Response	
IP.17 Price Sheet	
IP.18 Protest Procedures	
IP.19 Incorporation of Proposal into Agreement	
IP.20 Proposal Evaluation Criteria	
IP.21 DBE Participation	
SECTION 2 - GENERAL TERMS AND CONDITIONS	18-23
GC.1 Definitions	
GC.2 Assignment and Subcontractors	
GC.3 Sample Agreement	
GC.4 Notice of Labor Dispute	
GC.5 Assumption and Risk of Loss	
GC.6 Licensing, Permits and Taxes	
GC.7 Waivers of Terms and Conditions	
GC.8 Interest of Members of the City	
GC.9 Excess Re-procurement Liability	
GC.10 Nonrestrictive Clauses	
GC.11 Indemnification	
GC.12 Insurance	

- GC.13 Certificate of Non-Collusion
- GC.14 Patent and Copyright Infringement
- GC.15 Force Majeure
- GC.16 Inspection and Acceptance
- GC.17 Delivery/Installation
- GC.18 Conflicts of Interest
- GC.19 Order of Precedence
- GC.20 Changes

SECTION 3 – FEDERAL PROVISIONS

24-44

- FP.1 Incorporation of FTA Terms
- FP.2 No Federal Government Obligations to Third Parties
- FP.3 Federal Changes
- FP.4 Program Fraud and False or Fraudulent Statement or Related Acts
- FP.5 Civil Rights Requirements
- FP.6 ADA Access Requirements
- FP.7 Disadvantaged Business Enterprise (DBE) Program
- FP.8 Access to Records (Audit and Inspection of Records)
- FP.9 Debarment /Suspension Status
- FP.10 Restriction on Lobbying and Contracts
- FP.11 Energy Conservation
- FP.12 Clean Air Requirements and Federal Water Pollution Control Act (Clean Water Act)
- FP.13 Recycle Products
- FP.14 Termination
- FP.15 Breaches and Dispute Resolution
- FP.16 Federal Standards
- FP.19 Transit Employees Protective Agreements
- FP.17 Privacy Act Requirement
- FP.18 Prohibition on Certain Telecommunication and Video Surveillance Services and Equipment
- FP. 19 Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or other Legal matters

SECTION 4 – SPECIFICATIONS

44

SECTION 5- SCOPE OF SERVICES

50

SECTION 6 - FORM OF CONTRACT (SAMPLE)

52

SECTION 7 - FORMS AND CERTIFICATIONS

61

Letter of Transmittal

Exhibit A - Scope of Services

Exhibit B - Fee Schedule/Price Sheet

Exhibit C - Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Exhibit D - References

Exhibit E - List of Equipment

Exhibit F - Acknowledge of Insurance Requirements

Exhibit G - Certification of Non-Collusion

Exhibit H - Certification of Primary Participant Regarding Debarment, Suspension, and other
Responsibility Matters

Exhibit I - Certification of Restrictions on Lobbying

Exhibit J - Designation of Subcontractors

California Unified Certification Program (CUCP) Roster of Certifying Agencies

NOTIFICATION TO PROPOSERS

The City of Norwalk invites prospective Proposers to compete for Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS). NTS desires CONTRACTOR to provide lease, installation and maintenance of a Digital Land Mobile Radio (LMR) System. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal (“RFP”) attached hereto.

Comments regarding this RFP provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing.

This is a Federal Transit Administration (FTA) Project. The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: MARCH 11, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-670
TITLE: DIGITAL LAND MOBILE RADIO (LMR) SYSTEM FOR NORWALK TRANSIT SYSTEM (NTS)

The City of Norwalk invites prospective Proposers to compete for the opportunity to provide a Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS), a department of the City of Norwalk, a municipal government. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

The term of the proposed Agreement shall be from the July 1, 2022 until June 30, 2024 ("Initial Term") unless sooner terminated as provided in Section 14 of the executed Agreement. City may review the award Contractor's performance and, at City's discretion, may extend the Agreement beyond the Initial Term for three (3) additional one (1) year periods from July 1st through June 30th of each year thereafter.

Instructions

A pre-proposal conference will not be held. All inquiries and comments concerning this RFP are due by Thursday, March 24, 2022 no later than 12:00 p.m. and shall be submitted in writing by fax to (562) 929-5966 or email to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
Attn: Elisa Robledo, Purchasing Division
erobledo@norwalkca.gov*

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m. on Friday, April 22, 2022 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and four (4) copies of their proposal clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
RFP No. 22-670 Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS)
Attn: Elisa Robledo, Purchasing Division*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in

whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF NORWALK
Purchasing Division

/s/ Elisa Robledo
Purchasing Division

ESTIMATED SCHEDULE OF EVENTS

1. Friday, March 11, 2022 REQUEST FOR PROPOSAL (RFP) RELEASE
2. Thursday, March 24, 2022 (12pm) LAST DAY FOR SUBMISSION OF QUESTIONS
3. Friday, April 8, 2022 RESPONSE TO QUESTIONS
4. Friday, April 22, 2022 (11am) PROPOSAL DUE DATE
5. Week of May 2, 2022* INTERVIEWS HELD WITH SHORT-LIST CONTRACTORS
6. Tuesday, June 7, 2022* CITY COUNCIL APPROVAL
7. Friday, July 1, 2022* START DATE

** Tentative Dates*

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Source / Section	Proposer shall initial here
1	Proposal (original and four (4) copies)	IP.1	
2	Letter of Transmittal	IP.8	
3	Licensing, Permits and Taxes	IP.11	
5	Price Sheet	Exhibit B	
6	Certified Financial Statement for Past three (3) years	IP.20	
7	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit C	
8	References	Exhibit D	
9	Acknowledge of Insurance Requirements	Exhibit F	
10	Certification of Non-Collusion	Exhibit G	
11	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit H	
12	Certification of Restrictions on Lobbying	Exhibit I	
13	Designation of Subcontractors	Exhibit J	
	OPTIONAL ITEMS		
14	Requests for exceptions or deviations.	IP.1	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP.1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be received at the City of Norwalk Purchasing Division by 11:00 a.m. on Friday, April 22, 2022, via U.S. Mail, FedEx, UPS or courier or in person. The envelope(s) / package(s) must be clearly marked "RFP No. 22-670, *Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS)*". Hard copy (printed) submittal of the Proposal documents are required. Respondents to this RFP must submit the original and four (4) copies of their Proposal to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
RFP No. 22-670 Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS)*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company. Proposals will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals shall be time stamped when received and will be accepted up to and no later than the time indicated than the time indicated in this RFP. The Proposer assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposals deposited on time at the place specified.

Proposals shall not include a photocopy of the following:

**SECTION 1 - INSTRUCTIONS TO PROPOSERS
SECTION 2 - GENERAL TERMS AND CONDITIONS
SECTION 3 - FEDERAL PROVISIONS
SECTION 4 - SPECIFICATIONS
SECTION 5 - SCOPE OF SERVICES
SECTION 6 - FORM OF CONTRACT (SAMPLE)**

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper presented in a 3-ring binder. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposer's references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

- Request for Proposal (RFP)
- Addenda to RFP
- Supplements to RFP
- All other required forms

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 12:00 p.m., Thursday, March 24, 2022. No questions will be answered individually by the Transportation Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 22-670 Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS)". Questions may be faxed to (562) 929-5966, **ATTENTION: Elisa Robledo**,

Purchasing Division or emailed to erobledo@norwalkca.gov The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number or Article number
Page number
Text of passage being questioned
Question

IP.5 ERRORS IN PROPOSALS

All Proposers are responsible for errors and omissions in their Proposals. No consideration will be given by the City to allow Proposals to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Proposer's obligations to the City.

IP. 6 WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

IP.7 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit D.

IP.8 PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

The Letter of Transmittal found herein in Section 5 shall be submitted with each Proposal.

IP.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City’s internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.11 LICENSING, PERMITS AND TAXES

All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract. The awarded Proposer is to obtain necessary City of Norwalk licenses.

Proposer shall submit copies within Proposal technical certifications, appropriate licenses from all federal, state, and local governments. Proposal shall describe which postings are in public view.

IP.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer’s products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the RFP.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

Access to government records is governed by the State of California Public Records Act (Government Code Section 6250 et. seq.) All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and in accordance with the Public Records Act and except as otherwise may be provided by applicable State and Federal law, all Proposals are a public record and subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof.

IP.14 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.15 COMPANY PERSONNEL AND CERTIFICATION

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, the City must determine if the quality of service meets or exceeds the department's expectations, and if the price is fair and reasonable a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE SHEET

Each Proposal shall itemize the unit and extended price for each line item indicated on the price sheets; Exhibit B. The total price shall include all things necessary for completion of all work indicated in the specification/scope of work included herein.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) working days prior to the Proposal due date.

Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within ten (10) working days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor. A protest lodged after award by City Council will not be considered

All protests shall be submitted to the contact person identified in this solicitation.

If the solicitation is funded with Federal Transit Administration (FTA) monies, the determination is final and that FTA's involvement in bid protests is limited. The 2 CFR Part 200 Uniform Guidance provides that:

"The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction." – 2 C.F.R. § 200.318(k)

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

IP.20 PROPOSAL EVALUATION CRITERIA

The contract(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Norwalk.

The successful Proposer(s) is/are deemed to be responsive as it relates to conformity with technical approach and requirements of the solicitation. The responsible Proposer(s) must possess the ability, experience, and integrity to perform successfully under the terms and conditions of the contract.

Proposals shall contain a complete response to each of the areas identified below, in the order shown. Proposers should review the requirements listed under each area in providing their responses.

1. Experience and Qualifications: **25%**

Executive Summary, Company Overview and Qualifications, Financial Statement, Contract Performance, Company References.

Executive Summary: The proposal shall include Company overview, organization chart, Company references from past clients related to the requirements of this RFP.

Qualifications of Proposer. The Proposer shall furnish proof of ability to perform the terms of this RFP. Consistent with a demonstrated knowledge of the project, Proposer shall provide detailed summaries or descriptions of a minimum of three (3) contracts performed

within the past five (5) years which are most related to requirements of this RFP. Proposal shall limit descriptions of projects most relevant to this RFP and be most representative of the firm's capabilities. Specifically, knowledge of and experience providing similar sized services for other cities municipalities that also their own Transit department that provides fixed-route services.

Experience. The Proposer shall have a minimum of five (5) years relevant experience with providing and implementing services similar to those requested herein; experience working with public agencies with specific attention to land mobile radio equipment

Financial Stability. Proposers shall separately submit in an envelope marked "Confidential Financial Statement" a certified financial statement reflecting the financial condition of the firm for the past three (3) years and credit references. Proposers shall disclose all past and pending litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors. Proposer shall be free of liens and encumbrances that could potentially affect a contract with City of Norwalk.

2. Management, Methodology and Approach: 25%

Project Organization, Staff references, Management Approach.

The Proposer will be evaluated in terms of its effective use and commitment of key personnel's relevant experience/expertise, and education/training to conform to the requirements of the RFP (i.e. logic of project objectives and resources; and capability to maximize resources as needed to meet project schedules).

The training plan shall encompass a detailed approach and classroom style on-site educational sessions for NTS personnel. Proposer shall describe their customized printed and bound User Guides tailored to how the new NTS system will function. User Guides shall be submitted electronically or on a flash drive as a pdf file.

Proposer shall demonstrate a clear understanding of the project objectives and the ability to adhere to the Specifications and Scope of Work outlined in this RFP.

3. Radio System Design and Implementation Plan: 25%

Radio system in its totality, Overview, Detailed Work Plan, Constraints and Concerns. Evaluation of all system components and options and how well the system meets the requirements described in this RFP.

Proposer shall provide a complete system design showing the integration of the New System. Proposer shall provide methodology for assuring quality throughout the system through a narrative and visual mapping, overlays. Proposal shall include detailed literature of the proposed manufacturer of equipment.

The work plan will be evaluated based on the demonstration of the Proposer's understanding of project specifications and scope as it relates to the current communications system; work schedule; logic; clarity; specificity; and sample documentation highlighting how the project would be executed; and overall quality.

Transition Plan and Schedule. Proposer shall describe in detail how they propose to transition and schedule installation of all equipment from the incumbent to a New System.

As the City procures new vehicles, the submitted proposal shall describe in detail how the Proposer would address relocating New System equipment from vehicle to vehicle.

4. Cost of Equipment and Services: **15%**

Reasonableness of costs (i.e. mobile radios, handheld radios, personal computers, etc.) in relation to competitiveness with other offers received.

5. Recurring Maintenance and Support Organization: **10%**

Maintenance and Support Plan; Response Times; Product Change-out; Offered Services.

IP. 21 DBE PARTICIPATION

Effective July 20, 2021, the City of Norwalk's Department of Transportation FTA overall anticipated level of DBE participation for federal fiscal year FY 2021/2022 through FY 2023/2024 is eight (8%) percent of federal financial assistance. No specific goals are set on a contract by contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49 CFR, Part 26. The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above-cited regulation. When listing subcontractors in Exhibit J, Bidder shall identify them as DBE with the approximate value of their sub-contract. To learn more about NTS's DBE Program, please go to <https://www.norwalk.org/city-hall/departments/norwalk-transit-system-nts/title-vi/disadvantaged-business-enterprise-program>

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.
Proposer/Vendor/Contactor/ Consultant/Bidder	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation or Norwalk Transit System (NTS)
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant or Bidder
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification", "Statement of Work" or "Scope of Work".
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and

support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work. The City reserves the right to negotiate with a successful Proposer the final provisions or provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Norwalk. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence

GC.6 LICENSING, PERMITS AND TAXES

All Proposals and prices set forth therein shall be deemed to include applicable taxes. The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract. The awarded Proposer is to obtain necessary City of Norwalk licenses.

Proposer shall submit copies within Proposal technical certifications, appropriate licenses from all federal, state, and local governments. Proposal shall describe which postings are in public view.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.9 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.10 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractor's failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.11 INDEMNIFICATION

Successful Proposer shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. Contractor's covenant under this Section and Exhibit C shall survive the expiration or termination of this Agreement.

GC.12 INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall comply with this section and the language of this section shall be adopted in the agreement:

Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by City, a policy or policies of:

(1) broad-form commercial general liability insurance of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of work under this Agreement;

(2) Automobile liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000); and

(3) workers' compensation insurance and employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident or the amount required by law, whichever is greater.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of services under this Agreement.

Each insurance policy required by this Section 12 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officials, officers, employees, agents and representatives; (2) except for professional liability and workers' compensation policies, the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to City, unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to City

All insurance coverages shall be confirmed by execution of endorsements required under this Section. Consultant shall file the endorsements with City on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with City. The endorsements are subject to City's approval. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section.

GC.13 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer.

GC.14 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.15 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.16 INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by the City of Norwalk, Department of Transportation at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.17 DELIVERY/INSTALLATION

The services and/or equipment described herein are to be rendered for the City of Norwalk at 12650 E. Imperial Highway, Norwalk, CA 90650.

GC.18 CONFLICTS OF INTEREST

Each Bidder represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Bidder shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Bidder further covenants and warrants that successful Bidder and its officers, employees, associates and subcontractors, if any, will comply with all conflict of

interest statutes of the State of California applicable to the performance of services contemplated by this IFB, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Bidder and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Bidder is not currently performing work that would require successful Bidder or one of its officers, employees, associates or subcontractors to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.19 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
Federal Provisions
General Conditions
Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.20 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

SECTION 3 - FEDERAL PROVISIONS

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Proposers and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term "Contractor", as may be used in these requirements shall mean and include, as the context permits or requires, Proposers and any successful Proposer. The clauses language is based on FTA's Best Practices Procurement and Lessons Learned Manual, October 2016, Current FTA Master Agreement and 2 CFR Part 200 'Uniform Guidance'.

FP.1 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Norwalk requests which would cause the City to be in violation of the FTA terms and conditions.

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements: The incorporation of FTA terms has unlimited flow down.

FP.2 NO OBLIGATION BY THE FEDERAL GOVERNMENT

No Obligation by the Federal Government. (1) the City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

FP.3 FEDERAL CHANGES

49 CFR Part 18

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA , as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

FP.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

FP.5 CIVIL RIGHTS (TITLE VI, EEO, ADA)

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations: i. 49 CFR Part

21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, California Civil Code § 51, California Government Code § 11135 ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii. 49 U.S.C. § 5325 (k). iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to the city programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Religion, National Origin, Sex. - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b) Nondiscrimination on Basis of Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or 15 action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it 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 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 comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 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.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 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.

Guidance for Filing an Administrative Complaint under Title VI of the Civil Rights Act of 1964:

Title VI is the portion of the 1964 Civil Rights Act that bans discrimination on the basis of race, color, and national origin in programs and activities that receive federal funds or other forms of federal financial assistance. Specifically, Title VI provides that “[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d. If you believe that you are excluded from participation in, denied the benefits of, or subjected to discrimination under any program that receives federal financial assistance, you may file a Title VI complaint with the office of civil rights at the federal agency that provided the financial assistance.

Who Can File a Complaint?

Title VI prohibits discrimination against “person[s].” One need not be a citizen of the United States to be protected by the statute.

Information to Include

In your Title VI complaint to the federal agency, you should include:

1. Your contact information
 - a. If you are filing on behalf of another person, include your name and contact information, and your relation to that person.
2. The recipient of federal financial assistance that allegedly committed the discriminatory act.
3. A description of the alleged discriminatory conduct including dates, time and location.
4. A description of how that alleged discriminatory act has the effect of causing a specific adverse impact.
 - a. An adverse impact is a negative natural consequence of the alleged discriminatory act
5. A description of how that adverse impact disparately affects an individual or group on the basis of one of the categories protected by Title VI (i.e., race, color, or national origin).
 - a. Disparity is the comparison of the adverse impacts on the protected class with a non-protected class. An allegation of disparity is a necessary component of the complaint.
6. A description of any possible retaliation you may have suffered (if any) for complaining about the alleged discrimination.
 - a. Retaliation refers to any adverse action taken by the entity because you alleged discrimination.
7. The complaint must be signed and dated.

The complaint should be filed (received) in the federal agency’s office for civil rights within 180 days of the discriminatory conduct, although the agency may exercise its discretion and accept a complaint filed later in time. It is best to file within the 180 day time period.

You may submit this form in person at the address below, or mail this form to:

City of Norwalk
Norwalk Transit System
Title VI Coordinator
12650 E. Imperial Highway
Norwalk, CA 90650

In addition to the Title VI Complaint process at Norwalk Transit System, you may file a Title VI transit related complaint with the:

U.S. Department of Transportation
Federal Transit Administration
Office of Civil Rights East Building, 5th Floor TRC
1200 New Jersey Ave. SE,
Washington, D.C. 20590

Applicability to Contracts: Applicable to all contracts

Flow down Requirements: To all third party Contractors and their contracts at every tier.

FP. 6 ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

FP.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

49 CFR Part 26 Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. The City encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, the city must comply, and ensure that its Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between the city and the U.S. DOT, the city has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between the city and the U.S. DOT, the city has

established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation* and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), the city will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of the city contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. The city and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, the city and subrecipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by the city to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that the city have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment

received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. the city does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. THE CITY takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. The city's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from the City, the successful Offeror shall pay to any sub-contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from the City upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-contractors from whom retention has been withheld, each sub-contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by the City, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-contractors. ii. Failure to comply with these provisions or delay in payment without prior written approval from the City will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

7. Civil Rights Policy Statements: It is the policy of the Department of Transportation and the City of Norwalk that Disadvantaged Business Enterprises (“DBE”) as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement. To learn more about NTS’s DBE Program, please go to <https://www.norwalk.org/city-hall/departments/norwalk-transit-system-nts/title-vi/disadvantaged-business-information>

NTS’ Discrimination Complaint Procedures Policy Statement for its Title VI program is located at the following website: <https://www.norwalk.org/city-hall/departments/norwalk-transit-system-nts/title-vi>

Applicability to Contracts: Applicable to all contracts

Flow down Requirements: To all third party Contractors and their contracts at every tier.

FP.8 ACCESS TO RECORDS AND REPORTS (AUDIT AND INSPECTION OF RECORDS)

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

The following access to records requirements apply to the Agreement:

Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the successful Proposer agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the successful Proposer, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Applicability to Contracts: The record keeping and access requirement is applicable to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the

right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down Requirements: The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

FP.9 DEBARMENT/SUSPENSION STATUS

2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I)
Executive Order 12549 Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Background and Applicability: A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow down Requirements: Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

FP.10 RESTRICTIONS ON LOBBYING AND CONTRACTS

31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

The Contractor, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicability to Contracts: The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down Requirements: The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

FP.11 ENERGY CONSERVATION

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

Energy Conservation - The Contractor agrees to comply with 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. The Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party Contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

FP.12 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (CLEAN WATER ACT)

42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Applicability to Contracts: The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow down Requirements: The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

FP.13 RECYCLE PRODUCTS

42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247

Applicability to Contracts: The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow down Requirements: These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

FP.14 TERMINATION

2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)

Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision) The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts) The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate

this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City, acts of another contractor in the performance of a contract with City, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies City in writing of the causes of delay. If, in the judgment of City, the delay is excusable, the time for completing the work shall be extended. The judgment of City shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City.

Termination for Convenience or Default (Architect and Engineering) The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed

or in process. City has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City, the City's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City. Termination for Convenience or Default (Cost-Type Contracts) The City may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of City or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the Contractor by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of City, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the City determines that the Contractor has an excusable reason for not performing, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Applicability to Contracts: All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow down Requirements: For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

FP.15 DISPUTES AND BREACH OF CONTRACT RESOLUTION

2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by City's Executive Director of Regional Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to City of Norwalk's City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its possession. The decision of the City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or

others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Applicability to Contracts: All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down Requirements: The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

FP.16 FEDERAL STANDARDS

As a recipient of Federal funds through the City of Norwalk, the Contractor agrees to comply with FTA Circular 4220.1F, "Third Party Contracting Requirements," including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Lessons Learned Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Lessons Learned Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

Applicability to Contracts: Applicable to all turnkey, rolling stock and operational contracts.

Flow down Requirements: The disclaimer has unlimited flowdown.

FP.17 PRIVACY ACT REQUIREMENTS

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the

Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Applicability to Contracts: When THE CITY maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.

FP.18 PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

2 CFR Part 200.216

a. The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. NTS is prohibited from using federal funds to:

1. Procure or obtain
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned

or controlled by, or otherwise connected to, the government of a covered foreign country.

c. The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

Applicability to Contracts: W.

Flow down Requirements: The.

FP.19 Notice to FTA and U.S. Inspector General of Fraud, Waste, or Abuse, or Other Legal Matters

2 C.F.R. §§ 180.220 and 1200.220.

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify NTS, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which WATA is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and NTS, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify NTS, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which NTS is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with NTS involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer

information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

Applicability to Contracts Applies to all contracts and subcontracts at any tier expected to equal or exceed \$25,000, or, any contract or subcontract at any tier for federally-required audit.

SECTION 4 - SPECIFICATIONS

1. General. The 450-520MHz Digital Land Mobile Radio (LMR) System, hereinafter referred to as the "New System", shall operate on a spectrum independent of commercial wireless networks and utilize frequencies licensed directly to the CONTRACTOR by the Federal Communications Commission (FCC); in turn leased to the CITY.

1.1 Frequencies and the operation of the New System shall not interfere with, disrupt or reduce in any manner the capabilities, capacities or the operation of any existing CITY operated service(s), as well as any FCC licensed carriers.

1.2 The New System frequency shall operate within, or better than, the incumbent system. The New System shall possess the ability to perform digital operation employing standard signaling.

1.3 Continuous coverage, at performance levels required by this Request for Proposal (RFP), must be available to vehicles in motion throughout the coverage area.

1.4 CITY staff shall have the ability to:

- a. The LMR shall be capable of interfacing with the CITY'S CAD/AVL system such that the CAD/AVL onboard processor can control the onboard radio and the CAD/AVL system can interface with the radio console to manage voice communications. Proposers shall furnish information regarding CAD/AVL systems that have interfaced with the proposed radio system and any limitations regarding a CAD/AVL system controlling the radio system to manage voice communications.

2. Feature Set. The following is a baseline list of equipment and features required for the operation of a New System. The CITY and the CONTRACTOR may negotiate this list.

- a. Mobile radios placed in vehicle electronics storage box
- b. 3db Low Profile Antennas (w/applicable cables and connectors)
- c. Base Set Digital Console for Dispatch Office (with Clock)
- d. Identifier System (Queue Multiple Calls)
- e. Priority Takeover
- f. Alert Tone
- g. Traffic Density Capable
- h. Wireless Headsets for Dispatch
- i. Basic Desk Set Units (Maintenance)
- j. Power Surge Protection (AC and Coaxial)
- k. Portable Digital Hand-held Radios
- l. Rapid Charge Units (for portable units)
- m. Spare Batteries (for portable units)
- n. Applicable Hand-held Trunking software
- o. Multi-City Coverage
- p. Data Transfer Capable

3. General Requirements.

3.1 Digital. Digital radio transmit and receive equipment shall be capable of operation in the digital narrowband mode.

3.2 Encryption. Equipment, when specified to have encryption capabilities, shall be equipped so as to meet or exceed all applicable governing standards. The radio shall have the capability of a function switching between unencrypted communications and encrypted communications.

3.3 Redundancy/Failover. New System shall have failover capabilities in the event of a system failure and also to establish a level of redundancy in the event of a power failure or possible incidents contributable from a power failure.

4. Equipment Requirements. This section describes the general requirements that apply to all equipment, as well as transmit and receive requirements for applicable equipment.

4.1 Construction and Equipment. All equipment parts shall meet the applicable standards and shall operate within specified ratings. Construction, including assembly and wiring, and finishes shall conform to commercial practices.

4.2 Termination. The radio frequency input circuit of all receivers and the output circuit of all transmitters shall be designed for operation into unbalanced transmission lines at the applicable nominal impedance level.

4.3 Identification Tag. Each complete piece of communications equipment shall have an identification tag permanently affixed on the exterior of the unit for quick, positive identification. At a minimum, the equipment model number, serial number, and FCC type acceptance number shall be provided.

4.4 Transmit and Receive Equipment – General. The following shall apply to all transmit and receive equipment:

4.4.1 Programmability. If applicable equipment shall be capable of being programmed from a PC with appropriate *Windows* based software and equipment.

4.4.2 Software. The New System shall possess software that can be loaded on a PC that will allow the CONTRACTOR to program the equipment to operate with all applicable features and functions listed within the specifications.

a. Software upgrades shall be pursuant to the terms of the agreement.

b. All software and/or flash upgrades to repair software defects or deficiencies shall be provided at no charge to the CITY. Software and/or flash upgrades meant to repair defects shall not be bundled with standard and/or recurring device feature upgrades.

c. All defect or feature software and flash upgrades shall be provided with site licensing provisions only and shall not be based on quantities of subscriber devices.

4.5 Hardware. To facilitate maintenance and upgrades, the equipment shall have field-replaceable hardware modules that allow easy removal and replacement.

4.6 Transmitter.

4.6.1 Channel and Group Capacity. All radios shall support multiple channel operations. When specified for trunking functionality, radios shall also support multiple group operations.

5. Subscriber Units. Subscriber units are grouped into three categories:

- a. Portable
- b. Mobile radios
- c. Desktop (Base) stations

5.1 For each type of subscriber unit, the CONTRACTOR will indicate whether the requirement is met as part of their standard (S) deployment, as part of an optional deployment (O) or cannot be met (N).

6. Portable (Hand-Held) Radios. Radios shall have the following features / functionality:

6.1 Control knobs/buttons. Knobs and buttons shall be of an ergonomic design. Radios shall have channel selection button and emergency buttons.

6.2 Repeater Access. Radios shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

6.3 Flash Programming. Radios shall be capable of flash programming any of the features that the radio is capable of during the contract period. The unit shall have the capability to digitally store functional characteristics, including, channel frequencies, minimum volume settings, and channel scanning patterns.

6.4 Volume Controls. Radios shall have external controls for on/off volume with graduated control.

6.5 Accessory Support. Radios shall be capable of supporting the following accessories:

6.5.1 Belt clip.

- a. Spring-loaded belt clip fitting a 1" to 3" inch belt width.

6.5.2 Antenna. The antenna shall be low-profile, non-adjustable, unity gain or better, and covered with injection molded rubber. The standard antenna shall be optimized for use in the applicable frequency band.

6.6 External Interface Support. Radios shall be capable of interfacing with the CONTRACTOR equipment.

6.7 Power Source. Radios shall be capable of being powered by a detachable battery pack containing rechargeable cells. Rechargeable batteries shall be capable of delivering the power level and quality required to enable the portable radio to operate under the required technical, environmental, and operational standards for a minimum of eight (8) hours.

6.7.1 Rechargeable Batteries. Rechargeable batteries shall be resistant to the memory effect and shall not drop below 95% of their rated capacity (amp-hours) for the first 18 months of use through standard charging without requiring the use of a battery conditioner.

6.7.2 Single Unit Battery Charger. The unit shall be capable of charging a single rechargeable battery. It shall be powered by 110/240 VAC, 50/60 Hz power. The unit shall have an indicator LED for the status of the battery, such as charging, and charged indicators. NTS desires that the unit be rated for rapid, one-hour recharge time.

6.7.3 Unit Tri-Chemistry Battery Charger. The unit shall be a tri-chemistry (Ni-CD, Ni-MH, or Li-Ion) battery charger. The tri-chemistry battery charger shall include a universal power source (90 to 265 VAC, 50 – 400 Hz), and shall be rated for rapid, one-hour recharge time.

6.8 Display. Radios shall possess a display.

6.9 Scanning. Radios shall have the capability of scanning from a list of programmed frequencies or groups, or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group. Users of the radios shall be able to monitor all conversations on a selected channel or talk-group.

6.10 Handheld Speaker/Microphone. The handheld speaker/microphone shall, at a minimum, include a large Push-To-Talk (PTT) switch and shall comply with applicable standards for:

- a. Driven Rain
- b. Humidity
- c. Blowing Dust
- d. Shock

This specification of the handheld device is to allow users the ability to verbally communicate into the speaker with one another. Typical of a voice operated transmission feature. A separate remote speaker microphone or similar equipment is not necessary to accommodate this function.

7. Mobile Radios. Mobile radios shall have the following features/functionality:

7.1 General Requirements. Radios shall have the capability of being securely mounted in a mobile environment, such as, the trunk or under seat, as an example. The mobile radio shall have the following features as part of its standard capability of operation.

7.2 Repeater Access. Radios shall have the capability to communicate with other subscriber units via a repeater station in a half-duplex mode of operation.

7.3 Flash Programming. Radios shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including channel frequencies, minimum volume settings, and channel scanning patterns.

7.4 Radio Controls. Radios shall have a display, volume control, channel select, emergency button and an on/off switch. Control knobs shall be of an ergonomic design. NTS needs one configuration of radio controls; Hand-held control head with (Handset) integrated microphone and speaker.

7.5 Speaker. Radios shall include a 12W (minimum), internal, external or use the existing mobile speakers installed in the vehicle. If the speaker is internal to the assembly, the unit shall have a jack to be able to accommodate an external speaker.

7.6 External Microphone/Handset. Radios shall include an external remote speaker microphone handset that allows private conversations between the vehicle Operator and the Dispatch center and shall, at a minimum, include a PTT switch and a mounting bracket.

7.7 External Interface Support. Radios shall be capable of interfacing with an external key load device and a personal computer.

7.8 Power Source. Radios shall be powered from an applicable negative ground vehicle battery. The unit shall be protected from transient power surges generated by ancillary equipment connected to the source. The unit must also have the ability to program a sleep/off mode after ten (10) to fifteen (15) minutes of non-use after the vehicle has been shut down.

7.9 Display. A display shall be provided as defined applicable to proposed NTS LMR system.

7.10 Scanning. Radios shall have the capability of scanning from a list of programmed frequencies or groups or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group.

7.11 Handheld Microphone handset for Mobile Radios. Radios shall include a handset microphone, that allows private conversations between the vehicle Operator and the Dispatch center and at a minimum include a PTT switch, and 12" (retracted) coiled cord.

7.12 Antenna for Mobile Radios. CONTRACT shall provide and install all antennas on vehicles. At a minimum, the antenna shall have unity gain, and be roof, trunk, or magnetically mountable. Maximum power input shall be 150W. The antenna shall be optimized for use in the applicable frequency band. The antenna must be properly leak sealed to eliminate water intrusion.

8. Desktop Stations. Desktop stations ("units") are utilized in the Dispatch Office and shall have the following features/functionality:

8.1 General Requirements. Units shall have the same transmit and receive characteristics as a mobile radio subscriber unit. However, it shall be capable of being powered by 120/240VAC, 50/60 Hz power.

8.2 Repeater Access. Units shall have the capability to communicate with all subscriber units via a repeater station in a half-duplex mode of operation.

8.3 Flash Programming. Units shall be capable of flash programming any of the features that the radio is capable of supporting to allow the user to add additional features and functions after delivery of the unit. The unit shall have the capability to digitally store functional characteristics, including, but not limited to, channel frequencies, minimum volume settings, and channel scanning patterns.

8.4 Radio Controls. Units shall have a volume control, channel select, and an on/off switch. Control knobs shall be of an ergonomic design.

8.5 Control Capabilities. Units shall have the ability to control a selected transmit/repeater site. There are four versions required for the radio controls:

- a. Local control head on the same assembly
- b. Remote control interface, capable of controlling a single radio unit
- c. Multiple control head interface, providing single radio unit control to multiple heads
- d. Remote control interface, capable of controlling multiple radio units

8.6 Speaker. Units shall include a 12W (minimum), internal or external speaker. If the speaker is internal to the assembly, the unit shall have a jack to be able to accommodate an external speaker or audio recording device.

8.7 External Microphone. Units shall include an external desktop microphone that shall include a PTT switch and a foot-pedal switch for use of hands-free operation.

8.8 External Interface Support. Units shall be capable of interfacing with an external key load device and a personal computer.

8.9 Power Sources. Units equipment shall be powered from a 110/240 VAC 50/60 Hz source.

8.10 Display. A display shall be provided.

8.11 Scanning. Units shall have the capability of scanning from a list of programmed frequencies or groups or user selected frequencies or groups. The scan shall be selectable priority, which means that the transmitter channel or talk-group selected by the user is the priority channel or talk-group.

8.12 Personal Computer capabilities. The base radio features shall be functional from a personal computer interface and peripherals specified in response to this requirement, as well as software licensing and fees.

8.13 Security. New System shall possess security set features enabling protection.

SECTION 5 - SCOPE OF SERVICES

1. Personnel. CONTRACTOR shall provide a Project Manager (PM) for system installation who will interface with CITY personnel in association with the new Digital Land Mobile Radio (LMR) System ("New System").

1.1 PM shall be assigned to CITY throughout the contract period and whose assignment shall not be changed without prior written notice to the CITY.

1.2 PM may be requested by the CITY to perform oral and/or visual presentations to CITY officials and/or personnel at City Hall or at the Transportation/Public Services Facility.

1.3 CITY reserves the right to request to change the PM based on performance.

1.4 CONTRACTOR shall be the sole responsible agent for all project activities administered by subcontractors.

2. Transition / Installation Plan. CONTRACTOR shall utilize and adhere to the Transition Plan outlined in the submitted proposal.

3. Documentation. CONTRACTOR shall provide to the CITY all New System documentation; Installation Schedules; Reports and Materials List prior to commencement of installation, followed by submission to the CITY of any Moves, Adds or Changes (MAC) requests.

3.1 Materials List shall include an inventory of equipment for each vehicle and/or location, including model and serial numbers, applicable hardware/software and, if applicable, additional system specific equipment.

3.2 System information regarding interface with CAD/AVL system shall include interfaces to the onboard mobile radios and the dispatch radio console(s).

4. Post-Installation. CONTRACTOR shall provide any alignment or service procedures that need to be performed in order to guarantee the continued proper operation of the unit.

Test points and indicators shall be provided for the CONTRACTOR to perform these routine checks and alignments. These test points and indicators shall be readily accessible and marked for ease of use. Measurements shall be possible using conventional test instruments and/or PC and software.

Any alignment procedures shall be efficient, and accomplished in a minimum number of steps. The CONTRACTOR shall update the procedures as necessary and provide such updates.

CITY Vehicle Maintenance Division shall contact the CONTRACTOR via telephone between the hours of 8:00 am - 5:00 pm, Monday through Friday, for service calls.

5. Spare Parts Availability. CONTRACTOR shall have availability of spare parts (10% of total equipment) for all equipment ordered under this project for the life expectancy of the unit, starting from the date of delivery.

6. Training Plan. CONTRACTOR shall utilize and adhere to the Training Plan outlined in the submitted proposal.

Training sessions will be held at the Transportation/Public Services Facility and CONTRACTOR shall provide user and operational handbooks. Electronic versions shall be provided to the CITY.

7. Maintenance/Support Plan. CONTRACTOR shall utilize and adhere to the Maintenance/Support Plan outlined in the submitted proposal.

SECTION 6 - FORM OF CONTRACT (SAMPLE)

**DIGITAL LAND MOBILE RADIO (LMR) SYSTEM FOR NORWALK TRANSIT SYSTEM
(NTS)
(City of Norwalk)**

THIS CAPITAL LEASE AGREEMENT FOR DIGITAL LAND MOBILE RADIO (LMR) FOR NORWALK TRANSIT SYSTEM (NTS) (“Agreement”) is made and entered into this _____ day of _____, 2022 (the “Effective Date”), by and between the City of Norwalk, a municipal corporation (“CITY”) and _____, a California corporation (“CONTRACTOR”). The CONTRACTOR and the CITY are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

R E C I T A L S

- A. CITY desires to utilize the services of a CONTRACTOR as an independent CONTRACTOR to provide lease, installation and maintenance of a Digital Land Mobile Radio (LMR) System for the City of Norwalk Department of Transportation.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor’s Services.

1.1 Scope of Services. CONTRACTOR shall lease, install, and maintain a Digital Land Mobile Radio (LMR) System for Norwalk Transit System (NTS) as more particularly described in CONTRACTOR’S proposal and in Exhibit A.

1.2 RFP 22-670 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal (“RFP”) No. 22-670. and all Addenda are incorporated herein by this reference as if set forth herein in full, provided that in the event of a conflict, the terms of this Agreement, as amended by the applicable Addenda, will prevail.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such

Services. CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of CONTRACTOR's Services under this Agreement, but CITY reserves the right, for good cause, to require CONTRACTOR to exclude any employee from performing Services on the CITY's premises.

1.4 Party Representatives. For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated in writing by the City Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative").

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed (NTP) for such services from the City of Norwalk Executive Director of Regional Transportation, or designee, and shall perform complete each task set forth in Exhibit B.

1.6 Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The initial term of this Agreement shall be from July 1, 2022 to June 30, 2024 ("Initial Term"). The City may review the CONTRACTOR's performance under the Agreement and, upon mutual agreement with the CONTRACTOR, may extend the Agreement beyond the initial term for three (3) additional one (1) year periods from July 1st through June 30th of each year thereafter, unless sooner terminated as provided in Section 14 herein.

3. Compensation. As full compensation for CONTRACTOR's Services provided under this Agreement, City shall pay CONTRACTOR a sum not-to-exceed _____ (the "maximum compensation"), based on the rates set forth in the fee schedule, attached hereto as Exhibit B ("Fee Schedule"). In no event shall the CONTRACTOR be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement.

3.1 Expenses. CITY shall only reimburse CONTRACTOR for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by the CITY.

3.2 Additional Services. CITY may request additional services under this Agreement. All such work, however, must be authorized in writing by the City Council or the City Manager, as applicable, prior to commencement. CONTRACTOR shall perform such services, and CITY shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise mutually agreed upon by the Parties in writing. Any work incurred by CONTRACTOR which is not expressly authorized by this Agreement will not be reimbursed by CITY.

4. Method of Payment.

4.1 Invoices. Not later than the fifth (5th) day of each month, CONTRACTOR shall submit to CITY pre-approved invoices for all Services performed and

the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the Services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the Services performed for each day in the period and have written concurrence from the CITY. CITY shall review such invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts. CONTRACTOR shall remit all invoices to the City Representative at the address provided in Section 16.

4.2 Disputed Amounts. CITY shall review all invoices and notify CONTRACTOR in writing within ten (10) business days of any disputed amounts.

4.2 Payment. CITY shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by the CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

5. Standard of Performance. CONTRACTOR shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of CONTRACTOR from such standard of care and skill.

6. Ownership of Work Product. All reports, documents or other written material (collectively, "work product") provided to or developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Work product shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the project for which they were prepared shall be at CITY's sole risk, unless CITY compensates CONTRACTOR for such reuse.

7. Status as Independent Contractor. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

CITY may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 7.

7.1 The Parties further acknowledge the following: (i) that CONTRACTOR shall provide the Services outlined in the Scope of Services directly to CITY; (ii) CONTRACTOR maintains a business location at the address listed under Section 17 that is separate and distinct from the CITY; (iii) CONTRACTOR contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the CITY; (iv) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, CONTRACTOR provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) CONTRACTOR has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the CITY's business hours and CITY staff availability, CONTRACTOR may set its own hours and location of work.

7.2 In the event that CONTRACTOR, or its employee, agent, or subcontractor providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

8. Confidentiality. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this agreement, including, without limitation, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. CONTRACTOR shall incorporate a clause substantially similar to this Section 9 into any subcontract that CONTRACTOR executes in connection with the performance of this Agreement.

10. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR's covenant under this Section 10 and Exhibit C shall survive the expiration or termination of this Agreement.

11. Contractor's Representations. CONTRACTOR represents that it is a corporation, organized and existing under the laws of the State of _____ and represents and warrants that each individual executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

12. Insurance.

12.1. CONTRACTOR shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by CITY, a policy or policies of:

(a) broad-form commercial general liability insurance of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of Services under this Agreement;

(b) Automobile liability insurance, with minimum combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage covering any vehicle; and

(c) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by CITY Manager or designee in writing; and

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of CONTRACTOR's performance of Services under this Agreement.

12.2 Each insurance policy required by this Section 13 shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to CITY, unless cancelled for non-payment, then ten (10) calendar days' notice shall be given.

12.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 13.2. CONTRACTOR shall file the endorsements with CITY on or before the Effective Date of this Agreement, and thereafter maintain current endorsements on file with the City Clerk. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 12.

13. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance of Services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation that CITY requires.

14. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. CONTRACTOR shall be paid for Services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

15. Amendment. This Agreement may be modified, amended or waived only in writing signed by both parties.

16. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY: City of Norwalk
 Attn: City Clerk
 12700 Norwalk Boulevard
 PO Box 1030
 Norwalk, CA 90651-1030
 Fax: (562) 929-5773

With a copy to: City of Norwalk
 Attn: James C. Parker, Executive Director of Regional
 Transportation
 12700 Norwalk Boulevard
 PO Box 1030
 Norwalk, CA 90651-1030
 Fax: (562) 929-5572

If to CONTRACTOR: _____

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONTRACTOR shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

18. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless priorly approved by CITY. Such consent may be given by the City Manager in his/her discretion. Any attempted or purported assignment or subcontract in violation of this Section 19 by CONTRACTOR shall be null, void and of no effect.

19. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement, including all federal and state grant funding requirements applicable to this Agreement.

19.1 COVID-19. Consultant shall adhere to all COVID-19 related protocols established by the Los Angeles County Department of Public Health (“County Health Department”) and/or the State of California. Consultant is responsible for providing their own Personal Protective Equipment, if applicable, in accordance with the County Health Department guidelines.

20. No Third Party Beneficiaries Intended. Unless otherwise expressly provided for in Exhibit A, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

21. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default by CONTRACTOR. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

22. Attorneys’ Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this

Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

24. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Norwalk.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

26. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their respective authorized representatives, are signing this Agreement on the date stated in the introductory clause.

CITY OF NORWALK
a California municipal corporation

CONTRACTOR

By: _____
Jesus M. Gomez,
City Manager

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

ATTEST:

By: _____
Theresa Devoy, CMC, City Clerk

(Please note, two signatures required for corporations under Cal. Corp. Code, § 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman, City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

[PAGE INTENTIONALLY LEFT BLANK]

LETTER OF TRANSMITTAL

CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-670
DIGITAL LAND MOBILE RADIO (LMR) FOR NORWALK TRANSIT SYSTEM
(NTS)

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Norwalk within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Work and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A
SCOPE OF SERVICES

Section 3, Scope of Services, of RFP No. 22-670, is herein incorporated by reference.

EXHIBIT B
FEE SCHEDULE/PRICE SHEET

PROPOSER'S COST SHALL BE REFERENCED HERE

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 22-670 Digital Land Mobile Radio (LMR)
System for Norwalk Transit System (NTS)

Indemnitor(s) (*list all names*): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor(s), on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees. Such claims, losses and liabilities include, but are not limited to, contraction of the COVID-19 virus and physical and/or emotional injuries and/or death caused by contraction of the COVID-19 virus. To the fullest extent permitted by law, this waiver is intended to be a complete release of Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.
"Indemnitor"

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT C

REFERENCES

PROPOSER'S NAME: _____

Proposers shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFP.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Detailed description of work and term of contract:	

EXHIBIT D

LIST OF EQUIPMENT LOCATIONS

	Equipment Type	Qty	Location Description
1	Base station	2	Operations Division: 2 (2) Fixed Route
2	Portable Handheld	7	P1: Admin, P2: Maintenance, P3: Maintenance, P4: Safety, P5: Ops, P6: Ops, P7: Ops
3	Mobile Radios	44	Transit Operations: 11 Vehicle Numbers: 7028, 7029, 7030, 7111, 7112, 7113, 7114, 7115, 7116, 7117, 7118 New Flyer Buses 40ft: 1 Vehicle Numbers: 7086 New Flyer Buses 35ft: 3 Vehicle Numbers: 7092, 7093, 7094 Gillig CNG Buses 40ft: 25 Vehicle Numbers: 7120, 7121, 7122, 7123, 7124, 7125, 7126, 7127, 7128, 7129, 7130, 7131, 7132, 7133, 7134, 7135, 7136, 7137, 7138, 7139, 7140, 7145, 7146, 7147, 7148 Gillig Battery Electric Buses 40ft: 4 Vehicle Numbers: 7141, 7142, 7143, 7144

EXHIBIT E

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY
TO
PROVIDE COVERAGES SPECIFIED

I, _____, the _____
(President; Secretary; Owner or Representative)

of _____, certify that the _____ (Company
Name or Corporation, or Owner)

Insurance Requirements set forth in the solicitation have been read and understood that our
insurance company(ies) _____

(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

Signature of President, Secretary, Partner,
Owner or Representative

Date

Date

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$25,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Norwalk Transportation Department prior to award.

EXHIBIT H

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of
(Name and title of company official)

_____ that:
(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Signed by: _____

Type or Print Name

DESIGNATION OF SUBCONTRACTORS
(required for construction contracts)

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Proposer shall submit with the Proposal the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total Proposal and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	License Number	DBE (Yes / No)	Description of Work/Services	Estimated Dollar Amount

List of Certifying CUCP DBE Agencies

- **California Department of Transportation
Office of Civil Rights**
1823 14th Street
Sacramento, CA 95811
916) 324-1700
- **City of Fresno**
2600 Fresno St., Room 2156
Fresno, CA 93721-3622
(559) 621-1163
- **City of Los Angeles**
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
(213) 847-2684
- **Los Angeles County Metropolitan
Transportation Authority (METRO)**
One Gateway Plaza
Los Angeles, CA 90012
(213) 922-2600
- **San Francisco Bay Area Rapid Transit
(BART)**
300 Lakeside Drive, 18th Floor
Oakland, CA 94612
(510) 464-6100
- **San Francisco Municipal Transportation
Agency (SFMTA)**
1 South Van Ness Avenue, 6th Floor
San Francisco, CA 94103
(415) 701-4436
- **San Mateo County Transit District
(SAMTRANS) & Peninsula Corridor Joint
Powers Board (JPB)**
1250 San Carlos Avenue
San Carlos, CA 94070
(650) 508-7939
- **Santa Clara Valley Transportation Authority
(VTA)**
3331 North First Street, Bldg. A
San Jose, CA 95134
(408) 321-5962

List of Certifying CUCP ACDBE Agencies

- **California Department of Transportation Office
of Civil Rights**
1823 14th Street
Sacramento, CA 95811
324-1700
- **City of Los Angeles**
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
(213) 847-2684
- **San Diego Regional Airport Authority
Small Business Development Department**
P.O. Box 82776
San Diego, CA 92138
Ph. (619) 400-2568
(San Diego Concessions Only)
- **San Francisco International Airport (SFO)
Small Business Affairs Office**
P.O. Box 8097
San Francisco, CA 94128
Ph. (650) 821-5021
(SFO Concessions Only)
- **City of Fresno**
2600 Fresno St.
Fresno, CA 93721-3623
(559) 621-7036

For individuals with disabilities, this document is available in Braille, large print, or computer disc. To obtain a copy in one of these alternative formats, please contact:

California Department of Transportation
Office of Civil Rights Certification Branch
1823 14th Street
Sacramento, CA 95811
(916) 324-1700
TTY: 711
Email address: DBE.Certification@dot.ca.gov

January 2021



How to apply for Disadvantaged Business Enterprise (DBE) Certification?



California Unified
Certification Program
(CUCP)

What are the main eligibility requirements for DBE certification?

Social and Economic Disadvantage:

A disadvantaged owner must be a U.S. Citizen (or resident alien) and meet the federal definition of socially and economically disadvantaged as defined in the Code of Federal Regulation 49 CFR Part 26.67. Presumptive groups include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.

Personal Net Worth: Only disadvantaged persons having their personal net worth (PNW) of less than \$1.32 million can be considered as a potential qualified DBE.

Business Size Standard: A firm (including affiliates) must be a small business as defined by the U.S. States Small Business Administration. Average annual gross receipts over the previous three fiscal years may not exceed \$26,290,000 (\$56,420,000) for airport concessions in general, with some exceptions). Lower size standards may apply depending on business activity determination.

Ownership: Must be a for-profit small business concern, where socially and economically disadvantaged individual(s) own at least 51 percent interest in the firm.

Independence: The business must not be affiliated with another firm in such a way as to compromise its independence and control.

Management and Control: The DBE owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.

On-Site Visit: The Federal regulations require an on-site review be conducted for all DBE applicants.

How can I apply for DBE certification?

To begin the process, go to the Caltrans website at: <https://dot.ca.gov/programs/civil-rights/dbe>

Click on the box "Become DBE Certified" and check the boxes as it pertains to your firm. This takes you to the DBE application.

For your convenience, a list of helpful resources is located on the Caltrans website at: <https://dot.ca.gov/programs/civil-rights/dbe>

Under the OCR Links heading click on Disadvantaged Business Enterprise and then DBE Certification Resources. This connects you to the federal regulations, sample DBE application packet, and the application process flowchart. For questions, contact the Caltrans DBE Certification Office at:

(916) 324-1700, Monday—Friday
8:00 a.m.-5:00 p.m. OR
DBE.Certification@dot.ca.gov

Where do I send my application once it has been completed and notarized?

See the list of certifying agencies on the back of this pamphlet and submit your application to the nearest agency in your firm's geographic location. Include all the required supporting documents as it applies to your firm to ensure completeness of the application package.

If you have any additional questions, please contact the nearest agency to your firm for assistance.

What are the benefits of being DBE certified?

- Certification is recognized by 600 local agencies in California.
- Expands opportunities to participate in federally-funded projects.
- Become accessible to prime contractors needing to fulfill DBE participation goal requirements.
- Listing in official directories such as the DBE database used by prime contractors.
- Increase opportunities to network at events such as procurement fairs and pre-bids.
- Eligible for mentor protégé opportunities such as Caltrans' Cal-Mentor programs.
- No fees to apply, except the cost of having your application notarized.