



**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM  
(LA-RICS) AUTHORITY**

**INVITATION FOR BIDS (IFB)  
FOR  
CELL ON LIGHT TRUCKS (COLTS) AND CELL  
ON PICKUP TRUCKS (COPTS)**

**IFB NO. LA-RICS 016**

**JULY 16, 2019**

**IFB FOR LA-RICS AUTHORITY  
CELL ON LIGHT TRUCKS (COLTS) AND  
CELL ON PICKUP TRUCKS (COPTS)**

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**LA-RICS AUTHORITY  
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FOR  
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CELL ON PICKUP TRUCKS (COPTS)**

## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (LA-RICS Authority) is a California joint powers authority comprising of many member agencies that include the County of Los Angeles (County). The current implementation of the LA-RICS seeks to augment AT&T's deployment of the Nationwide Public Safety Broadband Network (NPSBN) for the First Responder Network Authority (FirstNet) to address coverage and capacity issues throughout the Los Angeles region, particularly in the mountains and other areas where commercial carriers struggle to implement sites.

The LA-RICS Authority is seeking qualified Bidders for the purchase of up to three (3) rapid response vehicles, otherwise known as Cell on Light Trucks (COLTS). Procurement of the COLTS would provide the LA-RICS Authority the ability to respond quickly and efficiently to emergencies not only in urban areas, but also in areas outside of the existing coverage footprint such as mountainous regions. Utilizing COLTS would extend and enhance coverage and capacity beyond the static infrastructure to first responders wherever needed.

The LA-RICS Authority is issuing this Invitation for Bids (IFB) to solicit bids for one (1) or more COLTS with a company that can provide the requisite vehicles, equipment, testing, and training pursuant to the COLT and COPT Specifications contemplated in Appendix B (COLT and COPT Specifications) of this IFB. **While the LA-RICS Authority may purchase anywhere from one to three vehicles, for the purposes of determining the lowest, responsive and responsible bidder for this IFB, the LA-RICS Authority is soliciting bids for two (2) types of vehicles: a 4x4 Cell on Light Truck (COLT) and a Cell on Pickup Truck (COPT). The lowest bid will be based on the lowest combined firm fixed price offered for the COLT and the COPT (refer to Appendix C, Exhibit 8 – COLT and COPT Pricing Sheet) that fully meets and complies with all of the specifications and requirements of this IFB. As such, Bidders are required to bid on both types of vehicles (COLT and COPT). The LA-RICS Authority, in its sole discretion, will thereafter determine what types of vehicles and in what quantities it will procure. The LA-RICS Authority, in its sole discretion, may elect to purchase vehicles as follows:**

- One (1) vehicle (COLT or COPT)
- Two (2) vehicles (any mix of COLT or COPT)
- Up to a maximum of three (3) vehicles (any mix of COLT or COPT)

The prices bid for each type of vehicle (COLT or COPT) provided in Exhibit 8 (COLT and COPT Pricing Sheet) contained within Appendix C (Required Forms), will be a firm fixed price for each vehicle type (COLT or COPT). The LA-RICS Authority will use this firm fixed pricing to procure the quantities and vehicle type makeup.

The LA-RICS Authority intends to procure certain specialized proprietary components that will work with the NPSBN (ex: eNodeB, Satellite equipment, etc.) from AT&T for installation and use on the COLTS. The LA-RICS Authority expects the COLTS to integrate seamlessly with AT&T's proprietary components. The LA-RICS Authority also expects Bidders to submit Bids for COLTS that will be capable of providing secure and reliable connectivity between a compatible FirstNet ready device provisioned with a FirstNet SIM and the AT&T/FirstNet network infrastructure. The final delivery date of the completed COLTS shall be no later than 160 calendar days after contract award, unless otherwise approved by the LA-RICS Authority.

## 1.2 Overview of Solicitation Document

This Invitation for Bids (IFB) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract(s) and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their Bids.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - ✓ **Appendix A – Sample Contract:** Lists the terms and conditions of the resultant Contract.
  - ✓ **Appendix B – COLT and COPT Specifications:** Explains in detail the specifications of the vehicle(s) to be procured and the related work.
  - ✓ **Appendix C – Required Forms:** Forms contained in this section must be completed and included in the Bids.

- ✓ **Appendix D – Transmittal Form to Request a Solicitation Requirements Review:** Includes the transmittal sent to the LA-RICS Authority requesting a Solicitation Requirements Review.
- ✓ **Appendix E – LA-RICS Authority Grant Funding Requirements:** Sets forth the Grant Funding Requirements for the Work performed.
- ✓ **Appendix F – Jury Service Ordinance:** County Program.
- ✓ **Appendix G – Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- ✓ **Appendix H – IRS Notice 1015:** Provides information on Federal Earned Income credit.
- ✓ **Appendix I – Safely Surrendered Baby Law:** Describes a County program.
- ✓ **Appendix J – Defaulted Property Tax Reduction Program:** Describes a County program.

### 1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Sample Contract, Section 2.0 [Definitions]).

### 1.4 Bidder's Minimum Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required COLTS and services outlined in Appendix B (COLT and COPT Specifications) of this IFB are invited to submit bids, provided they meet the following requirements.

- 1.4.1 Bidder must have five (5) years' experience, within the last five (5) years, providing Cell on Light Trucks (COLTS) and/or Cell on Pick Up Trucks (COPTS) and services equivalent or similar to the Services identified in Appendix B (COLT and COPT Specifications).
- 1.4.2 Bidder shall meet or exceed all Federal Motor Vehicle Standards (NHTSA) and Federal Motor Vehicle Safety Standards (FMVSS).
- 1.4.3 Bidder must be able to provide vehicle warranty work at a dealership located in the County of Los Angeles.
- 1.4.4 Bidder must provide technical and support services for all components of the COLTS and COPTS, and/or provide services directly from the



original equipment manufacturer to provide comprehensive warranty and support services for the vehicles and their components.

- 1.4.5 Bidder must have and maintain a sales office located in the United States of America.
- 1.4.6 Bidder must provide preliminary vehicle design(s) for the COLT and COPT with its Bid that would provide the LA-RICS Authority with a general understanding of how the Bidder intends to provide and outfit the COLT and COPT for Authority and/or Authority Member use. If the preliminary design identifies any non-compliance with any mandatory requirements pursuant to Exhibit 13 (Bidders COLT and COPT Compliance Matrix) contained in Appendix C (Required Forms), the LA-RICS Authority reserves the right to eliminate the Bidder from further consideration.
- 1.4.7 Bidder shall submit detailed literature as specified in Section 2.8.4 (COLT and COPT Design and Literature (Section C)) regarding the COLT and COPT vehicles it is submitting a bid for.

## **1.5 LA-RICS Authority's Rights and Responsibilities**

The LA-RICS Authority has the right to amend the IFB by written addendum. The LA-RICS Authority is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which the LA-RICS Authority records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the LA-RICS Authority. The LA-RICS Authority is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.6 Contract Term**

The Contract term shall commence upon the Effective Date of the Contract and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, by the LA-RICS Authority. The Contract shall commence on the date of execution by the LA-RICS Authority's Executive Director as authorized by the LA-RICS JPA Board of Directors.

## **1.7 Contract Rates**

The Contractor's rates provided in Exhibit 8 (COLT and COPT Pricing Sheet) contained within Appendix C (Required Forms) shall remain firm and fixed for the term of the Contract.

**1.8 Days of Operation**

The Contractor shall be required to provide services related to the COLTS including, but not limited to, delivery of vehicle(s), equipment, documentation, training, etc. The Contractor is not required to provide services on County-recognized holidays, unless otherwise agreed upon by Contractor and the LA-RICS Authority. The LA-RICS Authority's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

**1.9 Contact with Authority Personnel**

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed to the following Contract Analysts:

**Melissa Saradpon**  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
[Melissa.Saradpon@la-rics.org](mailto:Melissa.Saradpon@la-rics.org)  
Fax: (323) 264-0718

**AND**

**Rosalinda Franco**  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
[Rosalinda.Franco@la-rics.org](mailto:Rosalinda.Franco@la-rics.org)  
Fax: (323) 264-0718

If it is discovered that Bidder contacted and received information from any LA-RICS Authority personnel, other than the person specified above, regarding this solicitation, the LA-RICS Authority, in its sole determination, may disqualify their bid from further consideration.

**1.10 Final Contract Award by the LA-RICS Authority Board of Directors**

Notwithstanding a recommendation of a department, agency, individual, or other, the LA-RICS Authority Board of Directors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the LA-RICS Authority. The LA-RICS Authority Board of Directors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

**1.11 Mandatory Requirement to Register on County's WebVen**

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

**1.12 LA-RICS Authority Option to Reject Bids**

The LA-RICS Authority may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. The LA-RICS Authority shall not be liable for any

costs incurred by a Bidder in connection with the preparation and submission of any Bid. The LA-RICS Authority reserves the right to waive inconsequential disparities in a submitted Bid.

### **1.13 Protest Process**

1.13.1 The LA-RICS Authority will use Policy No. M-1100 (Purchasing Division), as revised and set forth herein, to permit any prospective Bidder to request a review of the requirements of the IFB or to submit bid protests.

#### **1.13.2 Bid Protests**

Bid protests are filed by Bidders because they seek remedy to a wrong, be it perceived or otherwise, which has inflicted injury or hardship to their company as a result of some action taken by the LA-RICS Authority during the bid process. Some of the most common reasons for filing a bid protest include:

- The contract was awarded to a Bidder with higher prices.
- The Bidder's offer was rejected for invalid reasons.
- The Bidder awarded the resultant contract did not comply with specifications.

#### **1.13.3 Procedure**

1. Upon a determination of Bidder selection from this IFB, the Contract Analysts will notify all solicitation participants of the intended award via email through a "Notice of Intent to Award".
2. Non-selected Bidders will have three (3) business days, from the date the notice is sent, to file a formal bid protest with the Contracts Analysts that conducted this IFB.
3. The bid protest, which must be received by the Contract Analysts within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
4. Bid protests must be filed prior to the award of contract by the LA-RICS Authority Board of Directors. Upon execution of the contract to the selected Bidder, the LA-RICS Authority will not take action on a bid protest; however, a written response will be provided to the protesting Bidder.
5. If a Bidder bid protest is appropriately filed (i.e., prior to the award), the LA-RICS Authority may delay the award of a contract until the matter is resolved. There are, however, situations where the delay

of an award may not be in the best interest of the LA-RICS Authority due to emergency and/or time critical acquisitions. In these instances, the LA-RICS Authority has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a Bidder protest. In all cases, the LA-RICS Authority's Board of Directors reserves the right to make an award when it is determined to be in the best interest of the LA-RICS Authority to do so.

6. The Executive Director will respond to all bid protests in a timely manner.
7. The Executive Director will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

#### 1.13.4 Review of Solicitation Requirements and Specifications

A Bidder may seek a review of the solicitation requirements and/or specifications by written request to the Contract Analysts conducting the solicitation provided that the written request is received within ten (10) business days after release of the solicitation pursuant to Section 2.3 (IFB Timetable). This request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition, etc.). The Executive Director will provide a written response to the requesting Bidder(s).

### 1.14 Notice to Bidders Regarding the Public Records Act

- 1.14.1 Responses to this solicitation shall become the exclusive property of the LA-RICS Authority. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when the LA-RICS Authority's Bidder recommendation appears on the JPA Board agenda.

Exceptions to disclosure are those parts or portions of all bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

- 1.14.2 The LA-RICS Authority shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

**1.15 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in Appendix A (Sample Contract, Section 29.0 [Indemnification]). The Contractor shall procure, maintain, and provide to the LA-RICS Authority proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Sample Contract, Sections 30.0 [General Provisions for all Insurance Coverage] and 31.0 [Insurance Coverage]).

**1.16 Injury and Illness Prevention Program (IIPP)**

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

**1.17 Background and Security Investigations**

Background and security investigations of Contractor's staff may be required at the discretion of the LA-RICS Authority as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

**1.18 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Appendix A (Sample Contract, Section 7.5 [Confidentiality] and Section 28 [Independent Contractor Status]).

**1.19 Conflict of Interest**

No public employee whose position in the LA-RICS Authority, or with one of its Members, enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) contained in Appendix C (Required Forms).

**1.20 Determination of Bidder Responsibility**

1.20.1 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. The LA-RICS Authority reserves the right in its sole discretion to investigate all available information,

including, but not limited to, information provided by Bidder in its Bid, to determine if a Bidder is a responsible Bidder.

- 1.20.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the LA-RICS Authority may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- 1.20.3 The LA-RICS Authority may declare a Bidder to be non-responsible for purposes of this contract if the LA-RICS JPA Board of Directors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County and/or the LA-RICS Authority; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County and/or the LA-RICS Authority, any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the LA-RICS Authority or any other public entity.
- 1.20.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the LA-RICS Authority shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the LA-RICS JPA Board of Directors that the Bidder be found not responsible. The LA-RICS Authority shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the LA-RICS Authority's recommendation.
- 1.20.5 If the Bidder presents evidence in rebuttal to the LA-RICS Authority, the LA-RICS Authority shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the LA-RICS JPA Board of Directors. The final decision concerning the responsibility of the Bidder shall reside with the LA-RICS JPA Board of Directors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Bidders on LA-RICS Authority contracts.

**1.21 Bidder's Adherence to County Child Support Compliance Program**

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

**1.22 Gratuities**

**1.22.1 Attempt to Secure Favorable Treatment**

It is improper for any LA-RICS Authority or Member officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the LA-RICS Authority's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a LA-RICS Authority officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

**1.22.2 Bidder Notification to Authority**

A Bidder shall immediately report any attempt by a public officer, director, employee, or agent to solicit such improper consideration. The report shall be made either to the LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

**1.22.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**1.23 Notice to Bidders Regarding the County Lobbyist Ordinance**

**The Bidder shall be subject to the provisions of Chapter 2.160 of the Los Angeles County Code entitled "County Lobbyists."** This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each

person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix C (Required Forms, Exhibit 6), as part of their Bid.

#### **1.24 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix H (Internal Revenue Service Notice No. 1015).

#### **1.25 LA-RICS Authority's Quality Assurance Plan**

After contract award, the LA-RICS Authority or its agent will monitor the Contractor's performance under the contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix B, COLT and COPT Specifications. Contractor's deficiencies which the LA-RICS Authority determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the LA-RICS JPA Board of Directors. The report will include improvement/corrective action measures taken by the LA-RICS Authority and Contractor. If improvement does not occur consistent with the corrective action measures, the LA-RICS Authority may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

#### **1.26 Recycled Bond Paper**

Bidder shall be required to comply with the LA-RICS Authority's policy on recycled bond paper as specified in Appendix A (Sample Contract, Section 45.0 [Recycled Bond Paper]).

#### **1.27 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).



**1.28 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, contemplated in Appendix F, and the pertinent jury service provisions of the Appendix A (Sample Contract, Section 15.0 [Compliance with County's Jury Service Program]), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.28.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
- 1.28.2 For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.28.3 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The

second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.28.4 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 7 (Contractor Employee Jury Service Program Certification Form and Application for Exception) contained in Appendix C (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the LA-RICS Authority will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The LA-RICS Authority's decision will be final.

## **1.29 Notification to the LA-RICS Authority of Pending Acquisitions/Mergers by Bidding Company**

The Bidder shall notify the LA-RICS Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the LA-RICS Authority of pending acquisitions/mergers, then it should notify the LA-RICS Authority of the actual acquisitions/mergers as soon as the law allows and provide to the LA-RICS Authority the legal framework that restricted it from notifying the LA-RICS Authority prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) contained in Appendix C (Required Forms). Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

## **1.30 Defaulted Property Tax Reduction Program**

- 1.30.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Bidders should carefully read Appendix J (Defaulted Tax Program Ordinance), and the pertinent provisions of Appendix A (Sample Contract, Sections 57.0 [Warranty of Compliance with County's Defaulted Property Tax Reduction Program] and 58.0 [Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program]), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Bidders and their Subcontractors.

- 1.30.2 Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 10 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) contained in Appendix C (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.30.3 Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

**1.31 Time Off for Voting**

The Bidder shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**1.32 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

Bidder acknowledges that the County established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking. If a Bidder or member of Contractor's staff is convicted of a human trafficking offense, the LA-RICS Authority shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. LA-RICS Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Contractors are required to complete Exhibit 11 (Zero Tolerance Policy on Human Trafficking Certification) contained in Appendix C (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined Appendix A (Sample Contract, Section 8.54 [Compliance with County's Zero Tolerance Policy on Human Trafficking]). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

Disqualification of any member of the Bidder's staff pursuant to this Section shall not relieve Bidder of its obligations to complete all work in accordance with the terms and conditions of this Contract.

**1.33 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 1.33.1 The LA-RICS Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the LA-RICS Authority shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 1.33.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.33.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 1.33.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the LA-RICS Authority and/or contracting department(s), shall decide whether to approve exemption requests.

**1.34 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 12 (Compliance with Fair Chance Employment Hiring Practices Certification) contained in Appendix C (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

## 2.0 INSTRUCTIONS TO BIDDERS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

### 2.1 LA-RICS Authority Responsibility

The LA-RICS Authority is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### 2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

### 2.3 IFB Timetable

The timetable for this IFB is set forth in the table below.

EVENT	DATE/TIME
Release of IFB	07/16/19
Request for a Solicitation Requirements Review Due (10 business days after release of solicitation document)	07/30/19 by 5 p.m. PST
Bidders Conference	07/31/19 at 9 a.m. PST
Written Questions Due	08/07/19 by 5 p.m. PST
Bid Due Date	08/22/19 by 3 p.m. PST

### 2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the LA-RICS Authority as described in this Section to institute the procedure set forth in Section 1.13.4 (Review of Solicitation Requirements and Specifications).

The Solicitation Requirements Review shall be completed and the LA-RICS Authority's determination shall be provided to the requesting person or entity, in writing, by the date set forth in Section 2.3 (IFB Timetable). Submission of Appendix E (Transmittal Form to Request a Solicitation Requirements Review), does not obligate the LA-RICS Authority to modify any requirements, terms, and/or conditions.

## **2.5 Bidders' Questions**

Bidders may submit written questions regarding this IFB by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by the date set forth in Section 2.3 (IFB Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions, please specify the IFB section number, section number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. The LA-RICS Authority reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in the LA-RICS Authority not receiving the best possible responses from Bidder.

Questions should be addressed to:

**Melissa Saradpon**

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

[Melissa.Saradpon@la-rics.org](mailto:Melissa.Saradpon@la-rics.org)

Fax: (323) 264-0718

**AND**

**Rosalinda Franco**

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

[Rosalinda.Franco@la-rics.org](mailto:Rosalinda.Franco@la-rics.org)

Fax: (323) 264-0718

## **2.6 Bidders' Conference**

A Bidders Conference will be held to discuss the IFB. LA-RICS Authority staff will respond to questions from potential Bidders. The Bidders Conference will also be available via teleconference for individuals not able to attend in person. Attendance is highly encouraged. The conference is scheduled as follows:

**Wednesday, July 31, 2019  
9:00 a.m. PST**

**LA-RICS Headquarters  
2525 Corporate Place  
Monterey Park, CA 91754  
Suite 200, Large Conference Room**

**Conference Call No.: (562) 345-4492  
Access Code: 840-157-16**

## **2.7 Preparation of the Bid**

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the LA-RICS Authority's sole discretion.

## 2.8 Bid Format

The content and sequence of the Bid must be as follows:

- Table of Contents
- COLT and COPT Pricing Sheet (Section A)
- Bidder's Qualifications (Section B)
- COLT and COPT Designs and Literature (Section C)
- COLT and COPT Compliance Matrices (Section D)
- Required Forms (Section E)
- Proof of Insurability (Section F)

### 2.8.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### 2.8.2 Pricing Sheet (Section A)

Complete and submit the following forms as provided in Appendix C (Required Forms):

- Exhibit 8 – COLT and COPT Pricing Sheet
- Exhibit 9 – Certification of Independent Price Determination and Acknowledgement of IFB Restrictions

### 2.8.3 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

#### A. Bidder's Background and Experience (Section B.1)

The Bidder shall complete, sign and date Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) as set forth in Appendix C (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.**

Bidder must provide a summary of relevant background information to demonstrate that the Bidder meets the minimum requirements stated

in Section 1.4 (Bidder's Minimum Requirements) of this IFB and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents the LA-RICS Authority requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the LA-RICS Authority may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Bidder must submit the following documentation with the Bid:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**B. Bidder's References (Section B.2)**

It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts).

LA-RICS Authority may disqualify a Bidder if:

- references fail to substantiate Bidder's description of the services provided; or



- references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- the LA-RICS Authority is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

The Bidder must complete and include the following forms set forth in Appendix C (Required Forms).

a. Exhibit 2 – Prospective Contractor References

Bidder must provide three (3) references where the same or similar scope of services was provided.

b. Exhibit 3 – Prospective Contractor List of Contracts

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

c. Exhibit 4 – Prospective Contractor List of Terminated Contracts

The listing must include contracts terminated within the past three (3) years with a reason for termination.

**C. Bidder's Pending Litigation and Judgments (Section B.3)**

Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

**2.8.4 COLT and COPT Design and Literature (Section C)**

Bidder must provide preliminary vehicle designs for the COLT and COPT with its Bid that would provide the LA-RICS Authority with a general understanding of how the Bidder intends to provide and outfit the COLT and COPT for Authority and/or Authority Member use. The preliminary designs must be in compliance with Exhibit 13 (Bidders COLT and COPT Compliance Matrix). If the preliminary design identifies any non-compliance with any mandatory requirements pursuant to Exhibit 13 (Bidder's COLT and COPT Compliance Matrix), the LA-RICS Authority reserves the right to eliminate the Bidder from further consideration.

Bidder shall also submit the detailed literature regarding the COLT and COPT vehicles it is submitting a bid for.

**2.8.5 COLT and COPT Compliance Matrix (Section D)**

Bidder shall complete and submit Exhibit 13 (Bidders COLT and COPT Compliance Matrix) to demonstrate that it meets the requirements set forth in Exhibit B.1 (COLT Specifications) and B.2 (COPT Specifications). Bidders are instructed to use this form as provided in this IFB and refrain from modifying or reproducing the required forms. Failure to complete Exhibit 13 (Bidders COLT and COPT Compliance Matrix) may result in the Bid being disqualified without further consideration in the LA-RICS Authority's sole discretion.

**2.8.6 Required Forms (Section E)**

Bidder shall include the following remaining business forms contemplated in Appendix C (Required Forms). Complete, sign and date all forms.

Exhibit 5 – Certification of No Conflict of Interest

Exhibit 6 – Familiarity with the County Lobbyist Ordinance Certification

Exhibit 7 – Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 10 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 11 – Zero Tolerance Policy on Human Trafficking Certification

Exhibit 12 – Compliance with Fair Chance Employment Hiring Practices Certification

**2.8.5 Proof of Insurability (Section E)**

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract, Sections 30.0 [General Provisions for all Insurance Coverage] and 31.0 [Insurance Coverage]). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

**2.9 Bid Submission**

Bidders shall submit one (1) original hard copy (titled ORIGINAL), one (1) copy (titled COPY), and one (1) electronic copy on a CD/DVD/USB drive (in Word, Excel, PDF format, as applicable). The original Bid and copy (hard and electronic) shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

**"IFB BID FOR LA-RICS AUTHORITY CELL ON LIGHT TRUCKS (COLTS)  
AND CELL ON PICKUP TRUCKS (COPTS)"**

The Bid and any related information shall be delivered or mailed to:

Los Angeles Regional Interoperable  
Communications System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attn: Melissa Saradpon and Rosalinda Franco

**It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Bids received after the scheduled closing date and time for receipt of Bids, as listed in Section 2.3 (IFB Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered Bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

Until the bid submission deadline, errors in Bids may be corrected by a request in writing to withdraw the Bid and by submission of another set of bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of Bids has passed.

## 3.0 BID REVIEW AND SELECTION PROCESS

### 3.1 Review Process

- 3.1.1 Bids will be examined to determine the lowest, responsive and responsible bidder that fully meets and complies with all of the specifications and requirements of this IFB. Pursuant to Exhibit 8 (COLT and COPT Pricing Sheet), the determination of lowest price will be based on the **combined** firm fixed price of the COLT and COPT.
- 3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determine which is the lowest price, and most responsive and responsible Bid.

### 3.2 Adherence to Minimum Requirements

The LA-RICS Authority shall review Exhibit 1 (Bidder's Organization Questionnaire/Affidavit and CBE Information) contained in Appendix C (Required Forms), and determine if the Bidder meets the minimum requirements as outlined in Section 1.4 (Bidder's Minimum Requirements) of this IFB.

Failure of the Bidder to comply with the minimum requirements and vehicle requirements set forth in Exhibit 13 (Bidders COLT and COPT Compliance Matrix) contained in Appendix C (Required Forms), may eliminate its bid from any further consideration. The LA-RICS Authority may elect to waive any informality in a bid if the sum and substance of the bid is present.

### 3.3 Bid Review

#### 3.3.1 Bidder's Qualifications (Section B)

The LA-RICS Authority's review shall include the following:

- Bidder's Background and Experience as provided in **Section B.1** of the Bid.
- Bidder's References as provided in **Section B.2** of the Bid. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Bidder as provided in **Section B.3** of the Bid.

**3.3.2 COLT and COPT Design and Literature (Section C)**

The LA-RICS Authority will review the preliminary vehicle designs and literature for the COLT and COPT, as provided in **Section C** of the Bid, to ensure the Bidder's intent to provide and outfit the COLT and COPT is in compliance with Exhibit 13 (Bidders COLT and COPT Compliance Matrix). If the preliminary design identifies any non-compliance with any mandatory requirements pursuant to Exhibit 13 (Bidder's COLT and COPT Compliance Matrix), the LA-RICS Authority reserves the right to eliminate the Bidder from further consideration.

**3.3.3 COLT and COPT Compliance Matrix (Section D)**

The LA-RICS Authority will review the Bidder's response to Exhibit 13 (Bidders COLT and COPT Compliance Matrix), as provided in **Section D** of the Bid, to ensure compliance with the vehicle requirements and specifications. If the Bidder's response identifies any non-compliance with any mandatory requirements, the LA-RICS Authority reserves the right to eliminate the Bidder from further consideration.

**3.3.4 Required Forms**

All the forms listed in Section 2, in particular subsection 2.8.6, must be included in **Section C** of the Bid.

**3.3.5 Proof of Insurability**

Review the proof of insurability provided in **Section D** of the Bid.

## APPENDIX A



### SAMPLE CONTRACT

### BY AND BETWEEN

LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS (LA-RICS) AUTHORITY

AND

**(CONTRACTOR)**

FOR

CELL ON LIGHT TRUCKS (COLTS)

AND

CELL ON PICK UP TRUCKS (COPTS)

## LA-RICS AUTHORITY COLT AND COPTS CONTRACT PROVISIONS

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Exhibit J	Safely Surrendered Baby Law

**CONTRACT BETWEEN  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
(LA-RICS) AUTHORITY  
AND**

**FOR  
CELL ON LIGHT TRUCKS (COLTS) AND  
CELL ON PICK UP TRUCKS (COPTS)**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between the Los Angeles Regional Interoperable Communications System Authority, hereinafter referred to as "LA-RICS Authority" and \_\_\_\_\_, hereinafter referred to as "Contractor." Contractor is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the LA-RICS Authority may contract with private businesses to procure Cell on Light Trucks (COLTS) and Cell on Pickup Trucks (COPTS)

WHEREAS, the Contractor is in the business of providing COLTS and COPTS;

WHEREAS, the LA-RICS Authority wishes to procure COLTS and COPTS and related services from Contractor, and this Contract is authorized by the LA-RICS Authority Board of Directors; and

WHEREAS, the LA-RICS Authority Board of Directors has authorized the Executive Director of the Authority to execute and administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

1.1 Exhibit A – COLT and/or COPT Specifications

1.2 Exhibit B – Pricing Schedule

- 1.3 Exhibit C – Contractor's Proposed Schedule
- 1.4 Exhibit D – Contractor's EEO Certification
- 1.5 Exhibit E – LA-RICS Authority's Administration
- 1.6 Exhibit F – Contractor's Administration
- 1.7 Exhibit G – Forms Required at the Time of Contract Execution
- 1.8 Exhibit H – LA-RICS Authority Grant Funding Requirements
- 1.9 Exhibit I – Jury Service Ordinance
- 1.10 Exhibit J – Safely Surrendered Baby Law

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **AT&T:** AT&T Corp.
- 2.2 **Authority:** See "LA-RICS Authority".
- 2.3 **Authority JPA Board:** See "JPA Board".
- 2.4 **Authority Board Chair:** The person then-serving as the Chair of the Authority.
- 2.5 **BTOP Grant:** The Broadband Technology Opportunities Program grant awarded to the Authority by NTIA.
- 2.6 **Cell on Light Trucks (COLT) Support System:** All COPT components provided by the Contractor, except the vehicle.
- 2.7 **Cell on Light Trucks (COLT) System:** The vehicle, the COPT Support System, and FRMZ Components together form the COLT System.
- 2.8 **Cell on Pickup Trucks (COPT) Support System:** All COPT components provided by the Contractor, except the vehicle.
- 2.9 **Cell on Pickup Trucks (COPT) System:** The vehicle, the COPT Support System, and FRMZ Components together form the COPT System.

- 2.10 **Contract:** Agreement executed between the LA-RICS Authority and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A (COLT and/or COPT Specifications).
- 2.11 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LA-RICS Authority to perform or execute the work covered in Exhibit A (COLT and/or COPT Specifications).
- 2.12 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.13 **County:** The County of Los Angeles, California.
- 2.14 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 **Effective Date:** The date contained on the first page of the Contract, which indicates when this Contract has been executed by the Contractor and LA-RICS Authority following approval by the Authority JPA Board.
- 2.16 **Executive Director:** The person then-serving as the Executive Director for the LA-RICS Authority.
- 2.17 **First Responder Mobility Zone (FRMZ):** Deployable equipment that provides AT&T Band Class 14 4G LTE wireless service where permanent network coverage is not available within certain AT&T licensed areas, satellite service between the FRMZ equipment, and AT&T's mobility network and related management services.
- 2.18 **FirstNet:** The First Responder Network Authority, an independent authority within the NTIA. FirstNet was created by the Tax Relief Act and includes, without limitation, FirstNet's Board of Directors, officers, employees, and agents as well as any successor agencies.
- 2.19 **Fiscal-Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.20 **Grant Funding Requirements:** Shall mean the federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies, procedures, and requirements imposed by any Funding Resource, including but not limited to those identified in Exhibit H (LA-RICS Authority Grant Funding Requirements), as such currently exist and may change from time to time during the term of the Contract.
- 2.21 **JPA Board:** The Authority's Joint Powers Authority Board of Directors.
- 2.22 **LA-RICS Authority:** The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority established under California Government Code Section 6500, et. Seq.

- 2.23 **LA-RICS Authority Board:** See "JPA Board".
- 2.24 **LA-RICS Authority Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.25 **LA-RICS Authority Member Agency:** Any public entity that is a member of the LA-RICS Authority.
- 2.26 **LA-RICS Authority Project Director:** Person designated by the LA-RICS Authority with authority for LA-RICS Authority on contractual or administrative matters relating to this Contract that cannot be resolved by the LA-RICS Authority's Project Manager.
- 2.27 **LA-RICS Authority Project Manager:** Person designated by LA-RICS Authority's Project Director to manage the operations under this Contract.
- 2.28 **Long Term Evolution (LTE):** The Long Term Evolution standard for broadband developed by the Third Generation Partnership Project (3GPP).
- 2.29 **NTIA:** The Department of Commerce, National Telecommunications and Information Administration.
- 2.30 **Warranty:** Any warranties, guarantees, and other representations regarding the COLT(s) and COPT(s) including the vehicle, components, equipment, and any other Work provided by the Contractor to the LA-RICS Authority and/or a LA-RICS Authority Member Agency.
- 2.31 **Warranty Period:** Warranty Period shall commence on the day when the COLT(s) and COPT(s) are put into service. The Warranty Period shall not commence on the day of delivery.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LA-RICS Authority.

## **4.0 TERM OF CONTRACT**

- 4.1 The Contract term shall commence upon the Effective Date and shall expire at the end of the Warranty Period, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify LA-RICS Authority when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to LA-RICS Authority at the address herein provided in Exhibit E (LA-RICS Authority's Administration).

## **5.0 CONTRACT SUM**

- 5.1 Contractor shall not exceed the costs in Exhibit B (Pricing Schedule), with regards to the Total Contract Amount or any portion of the COLT's cost (ex: Vehicle, Vehicle Equipment, Warranty, and/or Training).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the LA-RICS Authority's express prior written approval.
- 5.3 Reserved.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against LA-RICS Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify LA-RICS Authority and shall immediately repay all such funds to LA-RICS Authority. Payment by LA-RICS Authority for services rendered after expiration/termination of this Contract shall not constitute a waiver of LA-RICS Authority's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.



**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the LA-RICS Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (COLT and/or COPT Specifications) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the LA-RICS Authority under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LA-RICS Authority. If the LA-RICS Authority does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (COLT and/or COPT Specifications) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the LA-RICS Authority by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Los Angeles Regional Interoperable  
Communications System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attention: Fiscal Section**

- 5.5.6 LA-RICS Authority Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LA-RICS Authority's Project Manager prior to any payment thereof. In no event shall the LA-RICS Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The LA-RICS Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the LA-RICS Authority shall be Electronic Funds Transfer (EFT) or direct deposit,



unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – LA-RICS AUTHORITY**

A listing of all LA-RICS Authority Administration referenced in the following sub-Sections is designated in Exhibit E (LA-RICS Authority's Administration). The LA-RICS Authority shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 LA-RICS Authority's Project Director**

Responsibilities of the LA-RICS Authority's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to LA-RICS Authority policy, information requirements, and procedural requirements.

### **6.2 LA-RICS Authority's Project Manager**

The responsibilities of the LA-RICS Authority's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The LA-RICS Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate LA-RICS Authority in any respect whatsoever.

### **6.3 LA-RICS Authority's Contract Project Monitor**

The LA-RICS Authority's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the LA-RICS Authority's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the LA-RICS Authority in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with LA-RICS Authority's Project Manager and LA-RICS Authority's Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have a minimum of five (5) years of experience and expertise regarding all aspects of COLTS.

### **7.2 Approval of Contractor's Staff**

LA-RICS Authority has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services, if any, under this Contract with a photo identification badge.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by LA-RICS Authority in LA-RICS Authority's sole discretion, may be required by the LA-RICS Authority to undergo and pass a background investigation to the satisfaction of LA-RICS Authority as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of

Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, LA-RICS Authority may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. LA-RICS Authority will not provide to Contractor or to Contractor's staff any information obtained through the LA-RICS Authority's background investigation.

7.4.3 LA-RICS Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the LA-RICS Authority or whose background or conduct is incompatible with LA-RICS Authority facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LA-RICS Authority policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless LA-RICS Authority, and its member agencies in the LA-RICS Authority, directors, appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5 (Confidentiality), as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 (Confidentiality) shall be conducted by Contractor and performed

by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority shall be entitled to retain its own counsel, including, without limitation, LA-RICS Authority Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS Authority in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.5.5 If needed and required by the LA-RICS Authority in its sole discretion, Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

## **8.0 AMENDMENTS**

- 8.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by the LA-RICS Authority and executed by the Contractor and by the Executive Director.
- 8.2 The JPA Board may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LA-RICS Authority reserves the right to add and/or change such provisions as required by the JPA Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared by the LA-RICS Authority and executed by the Contractor and by the LA-RICS Authority.
- 8.3 The Executive Director may, at his/her sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by the

LA-RICS Authority and executed by the Contractor and by Executive Director.

## **9.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 9.1 The Contractor shall notify the LA-RICS Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LA-RICS Authority of pending acquisitions/mergers, then it should notify the LA-RICS Authority of the actual acquisitions/mergers as soon as the law allows and provide to the LA-RICS Authority the legal framework that restricted it from notifying the LA-RICS Authority prior to the actual acquisitions/mergers.
- 9.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of LA-RICS Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-Section, LA-RICS Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LA-RICS Authority to any approved delegate or assignee on any claim under this Contract shall be deductible, at LA-RICS Authority's sole discretion, against the claims, which the Contractor may have against the LA-RICS Authority.
- 9.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of LA-RICS Authority in accordance with applicable provisions of this Contract.
- 9.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LA-RICS Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, LA-RICS Authority shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **10.0 COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS**

### **10.1 Availability of Funding**

Contractor shall comply with all applicable federal grant funding requirements set forth in Exhibit H (LA-RICS Authority Grant Funding Requirements). Funding for all periods of this Contract is subject to the continuing availability of federal grants or other funds for the LA-RICS project. This Contract may be terminated for convenience in whole or in part upon a loss or reduction of grant funds or other applicable funding resources.

### **10.2 Contractor Compliance**

Contractor shall comply with all requirements to the extent applicable to Contractor and necessary for the LA-RICS Authority, or any of its member agencies, to comply with and to qualify for funding resources and receive funds, including but not limited to those funds and resources identified in Exhibit H (LA-RICS Authority Grant Funding Requirements), as such the exhibit may be updated or modified from time to time, for expenditures under this Contract. Without altering the foregoing responsibilities, the LA-RICS Authority may update or modify Exhibit H (LA-RICS Authority Grant Funding Requirements) if required to by law or the federal grantor, from time to time, by way of amendment(s). In the event any such change impacts the scope and/or cost of the Work, Contractor shall be entitled to request an amendment to cover any approved cost increase.

### **10.3 Funding Disallowance**

To the extent that funds are disallowed as a result of Contractor's or its subcontractors acts and/or omissions inconsistent with its obligations under this Contract, and to the extent not caused by a force majeure or the acts and/or omissions of the LA-RICS Authority, Contractor shall remain responsible to the LA-RICS Authority for any and all deliverables and other work, but the LA-RICS Authority shall have no payment obligation to the Contractor to the extent of such disallowed funds.

## **11.0 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.



## **12.0 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 12.1 Within sixty (60) business days after Contract Effective Date or a date agreed upon by the LA-RICS Authority and Contractor, the Contractor shall provide the LA-RICS Authority with the Contractor's policy for receiving, investigating and responding to user complaints.
- 12.2 The LA-RICS Authority will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 12.3 If the LA-RICS Authority requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for LA-RICS Authority approval.
- 12.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the LA-RICS Authority for approval before implementation.
- 12.5 The Contractor shall preliminarily investigate all complaints and notify the LA-RICS Authority's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 12.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7 Copies of all written responses shall be sent to the LA-RICS Authority's Project Manager within three (3) business days of mailing to the complainant.

## **13.0 COMPLIANCE WITH APPLICABLE LAWS**

- 13.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 13.2 Contractor shall indemnify, defend, and hold harmless LA-RICS Authority, and its member agencies of the LA-RICS Authority, directors, appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority shall be entitled to retain its own counsel, including, without limitation, LA-RICS Authority Counsel, and reimbursement from Contractor for all such costs and expenses incurred by LA-RICS Authority in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

#### **14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

#### **15.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

##### **15.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

##### **15.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the LA-RICS Authority's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that



Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the LA-RICS Authority or a subcontract with a County or LA-RICS Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or LA-RICS Authority contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LA-RICS Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the LA-RICS Authority under the Contract, the Subcontractor shall also be subject to the provisions of this sub-Section. The provisions of this sub-Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the LA-RICS Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LA-RICS Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LA-RICS Authority's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LA-RICS Authority contracts for a period of time consistent with the seriousness of the breach.

## **16.0 CONFLICT OF INTEREST**

- 16.1 No LA-RICS Authority employee whose position with the LA-RICS Authority enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the LA-RICS Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LA-RICS Authority's approval or ongoing evaluation of such work.
- 16.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the LA-RICS Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-Section shall be a material breach of this Contract.

## **17.0 RESERVED**

## **18.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **18.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LA-RICS Authority's policy to conduct business only with responsible Contractors.

### **18.2 Chapter 2.202 of the County Code**

Contractor is subject to and shall fully comply with the County of Los Angeles non-responsibility and debarment (Chapter 2.202 of the County Code) requirements and federal debarment (45 C.F.R. Part 76) requirements. These provisions are included in this Contract and are hereby incorporated herein by this reference.

### **18.3 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of LA-RICS Authority Contractors.

## **19.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County, and by extension the LA-RICS Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, contained in Exhibit J, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

## **20.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 20.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County or the LA-RICS Authority through contracts that are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County, LA-RICS Authority and its taxpayers.
- 20.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **21.0 LA-RICS AUTHORITY'S QUALITY ASSURANCE PLAN**

The LA-RICS Authority or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the LA-RICS Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the JPA Board. The report to the JPA Board will include improvement/corrective action measures taken by the LA-RICS Authority and the contractor. If improvement does not occur consistent with the corrective action measures, the LA-RICS Authority may terminate this Contract or impose other penalties as specified in this Contract.

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## **22.0 DAMAGE TO LA-RICS AUTHORITY FACILITIES, BUILDINGS OR GROUNDS**

- 22.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LA-RICS Authority or its Members agency facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 22.2 If the Contractor fails to make timely repairs, LA-RICS Authority may make any necessary repairs. All costs incurred by LA-RICS Authority, as determined by LA-RICS Authority, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **23.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 23.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 23.2 The Contractor shall indemnify, defend, and hold harmless, the Authority, its Member Agencies in the LA-RICS Authority, directors, and appointed officers, from employer sanctions and any other liability which may be assessed against the Contractor or the LA-RICS Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **24.0 FACSIMILE REPRESENTATIONS**

The LA-RICS Authority and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8.0 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **25.0 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LA-RICS Authority, and its Member agencies in the LA-RICS Authority, directors, agents, appointed officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the LA-RICS Authority may be found jointly or solely liable.

## **26.0 FORCE MAJEURE**

- 26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-Section as "force majeure events").
- 26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-Section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 26.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **27.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.



## **28.0 INDEPENDENT CONTRACTOR STATUS**

- 28.1 This Contract is by and between the LA-RICS Authority and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LA-RICS Authority and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The LA-RICS Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 28.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the LA-RICS Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 28.4 The Contractor shall adhere to the provisions stated in Section 7.5 (Confidentiality).

## **29.0 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the LA-RICS Authority, and its member agencies in the LA-RICS Authority, directors, appointed officers, employees, and agents (the indemnified parties) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LA-RICS Authority.

## **30.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 30.0 (General Provisions for all Insurance Coverage) and Section 31.0 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual

obligation imposed upon Contractor pursuant to this Contract. The LA-RICS Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **30.1 Evidence of Coverage and Notice to LA-RICS Authority**

- Certificate(s) of insurance coverage (Certificate) satisfactory to LA-RICS Authority, and a copy of an Additional Insured endorsement the indemnified parties (the LA-RICS Authority and its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, trustees, site owners and site lessors) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LA-RICS Authority at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to LA-RICS Authority not less than 10 days prior to Contractor's policy expiration dates. The LA-RICS Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LA-RICS Authority required endorsement forms.
- Neither the LA-RICS Authority's failure to obtain, nor the LA-RICS Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles Regional Interoperable  
Communications System Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attention: Scott Edson, Executive Director**

Contractor also shall promptly report to LA-RICS Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on LA-RICS Authority property, and any loss, disappearance, destruction, misuse, or theft of LA-RICS Authority property, monies or securities entrusted to Contractor. Contractor also shall promptly notify LA-RICS Authority of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or LA-RICS Authority.

### **30.2 Additional Insured Status and Scope of Coverage**

The LA-RICS Authority, and its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents (the indemnified parties) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LA-RICS Authority. The indemnified parties additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LA-RICS Authority. The full policy limits and scope of protection also shall apply to the LA-RICS Authority and its Agents as an additional insured, even if they exceed the LA-RICS Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **30.3 Cancellation of or Change in Insurance**

Contractor shall provide LA-RICS Authority with, or Contractor's insurance policies shall contain a provision that LA-RICS Authority shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LA-RICS Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LA-RICS Authority, upon which the LA-RICS Authority may suspend or terminate this Contract.

### **30.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LA-RICS Authority immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.



LA-RICS Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the LA-RICS Authority may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**30.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the LA-RICS Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by LA-RICS Authority.

**30.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any LA-RICS Authority maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**30.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against LA-RICS Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**30.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide LA-RICS Authority with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LA-RICS Authority and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain LA-RICS Authority's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**30.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the LA-RICS Authority to pay any portion of any Contractor deductible or SIR. The LA-RICS Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the LA-RICS Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

**30.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**30.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**30.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**30.13 Alternative Risk Financing Programs**

The LA-RICS Authority reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LA-RICS Authority, and its member agencies in the LA-RICS Authority, directors, appointed officers, employees, agents, trustees, site owners and site lessors (the indemnified parties) shall be designated as an Additional Covered Party under any approved program.

**30.14 LA-RICS Authority Review and Approval of Insurance Requirements**

The LA-RICS Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon LA-RICS Authority's determination of changes in risk exposures.

**31.0 INSURANCE COVERAGE****31.1 Commercial General Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LA-RICS Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

### **31.2 Automobile Liability**

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **31.3 Workers Compensation and Employers' Liability**

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LA-RICS Authority as the Alternate Employer, and the endorsement form shall be modified to provide that LA-RICS Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **32.0 LIQUIDATED DAMAGES**

32.1 If, in the judgment of the Executive Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the LA-RICS Authority, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.

32.2 If the Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or his/her designee, deems are correctable by the Contractor over a certain

time span, the Executive Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per calendar day per infraction, and that the Contractor shall be liable to the LA-RICS Authority for liquidated damages in said amount. Said amount shall be deducted from the LA-RICS Authority's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the LA-RICS Authority may correct any and all deficiencies and the total costs incurred by the LA-RICS Authority for completion of the work by an alternate source, whether it be LA-RICS Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LA-RICS Authority, as determined by the LA-RICS Authority.

32.3 The action noted in sub-Section 32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LA-RICS Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

32.4 This sub-Section shall not, in any manner, restrict or limit the LA-RICS Authority's right to damages for any breach of this Contract provided by law or sub-Section 32.2, and shall not, in any manner, restrict or limit the LA-RICS Authority's right to terminate this Contract as agreed to herein.

### **33.0 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the LA-RICS Authority.

**34.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 34.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.4 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.5 The Contractor shall allow LA-RICS Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 34.0 (Nondiscrimination and Affirmative Action) when so requested by the LA-RICS Authority.
- 34.7 If the LA-RICS Authority finds that any provisions of this Section 34.0 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract. While the LA-RICS Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or

regulations shall constitute a finding by the LA-RICS Authority that the Contractor has violated the anti-discrimination provisions of this Contract.

- 34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LA-RICS Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **35.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict LA-RICS Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

### **36.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **37.0 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the LA-RICS Authority's Project Manager and/or LA-RICS Authority's Project Director any dispute between the LA-RICS Authority and the Contractor regarding the performance of services as stated in this Contract. If the LA-RICS Authority's Project Manager or LA-RICS Authority's Project Director is not able to resolve the dispute, the Executive Director, or designee shall resolve it.

### **38.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **39.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the



Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit J (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

## **40.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (LA-RICS Authority's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the LA-RICS Authority under this Contract.

## **41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the LA-RICS Authority agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **42.0 PUBLIC RECORDS ACT**

42.1 Any documents submitted by the Contractor; all information obtained in connection with the LA-RICS Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 44.0 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the LA-RICS Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The LA-RICS Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

42.2 In the event the LA-RICS Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LA-RICS Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **43.0 PUBLICITY**

43.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the LA-RICS Authority shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LA-RICS Authority without the prior written consent of the LA-RICS Authority's Project Director. The LA-RICS Authority shall not unreasonably withhold written consent.

43.2 The Contractor may, without the prior written consent of LA-RICS Authority, indicate in its bids and sales materials that it has been awarded this Contract with the LA-RICS Authority, provided that the requirements of this sub-Section 43.2 shall apply.

## **44.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the LA-RICS Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LA-RICS Authority during the term of this Contract and for a period of five (5) years thereafter unless the LA-RICS Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LA-RICS Authority's option, the Contractor shall pay the LA-RICS Authority for travel, per diem, and other costs incurred by the LA-RICS Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.



- 44.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the LA-RICS Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-Section 44.2 shall constitute a material breach of this Contract upon which the LA-RICS Authority may terminate or suspend this Contract.
- 44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LA-RICS Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LA-RICS Authority's dollar liability for any such work is less than payments made by the LA-RICS Authority to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LA-RICS Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the LA-RICS Authority, whether under this Contract or otherwise. If such audit finds that the LA-RICS Authority's dollar liability for such work is more than the payments made by the LA-RICS Authority to the Contractor, then the difference shall be paid to the Contractor by the LA-RICS Authority by cash payment, provided that in no event shall the LA-RICS Authority's maximum obligation for this Contract exceed the funds appropriated by the LA-RICS Authority for the purpose of this Contract.

## **45.0 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **46.0 SUBCONTRACTING**

- 46.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the LA-RICS Authority**. Any attempt by the Contractor to subcontract without the prior consent of the LA-RICS Authority may be deemed a material breach of this Contract.
- 46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LA-RICS Authority's request:
- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the LA-RICS Authority.
- 46.3 The Contractor shall indemnify and hold the LA-RICS Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 46.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LA-RICS Authority's approval of the Contractor's proposed subcontract.
- 46.5 The LA-RICS Authority's consent to subcontract shall not waive the LA-RICS Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LA-RICS Authority right.
- 46.6 The LA-RICS Authority's Project Director is authorized to act for and on behalf of the LA-RICS Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LA-RICS Authority, Contractor shall forward a fully executed subcontract to the LA-RICS Authority for their files.
- 46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LA-RICS Authority's consent to subcontract.
- 46.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LA-RICS Authority from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles Regional Interoperable  
Communications System (LA-RICS) Authority  
Contracting Section  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Attention: Scott Edson, Executive Director**

before any Subcontractor employee may perform any work hereunder.

## **47.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 20.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the LA-RICS Authority under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the LA-RICS Authority may terminate this Contract pursuant to Section 49.0 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **48.0 TERMINATION FOR CONVENIENCE**

48.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LA-RICS Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

48.2 After receipt of a notice of termination and except as otherwise directed by the LA-RICS Authority, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 44.0 (Record Retention and Inspection/Audit Settlement).

## **49.0 TERMINATION FOR DEFAULT**

49.1 The LA-RICS Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of LA-RICS Authority's Executive Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LA-RICS Authority may authorize in writing) after receipt of written notice from the LA-RICS Authority specifying such failure.
- 49.2 In the event that the LA-RICS Authority terminates this Contract in whole or in part as provided in sub-Section 49.1, the LA-RICS Authority may procure, upon such terms and in such manner as the LA-RICS Authority may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LA-RICS Authority for any and all excess costs incurred by the LA-RICS Authority, as determined by the LA-RICS Authority, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-Section.
- 49.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-Section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LA-RICS Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-Section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 49.4 If, after the LA-RICS Authority has given notice of termination under the provisions of this Section 49 (Termination of Default), it is determined by the LA-RICS Authority that the Contractor was not in default under the provisions of this Section 49 (Termination of Default), or that the default was excusable under the provisions of sub-Section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 48.0 (Termination for Convenience).
- 49.5 The rights and remedies of the LA-RICS Authority provided in this Section 49.0 (Termination of Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **50.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 50.1 The LA-RICS Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LA-RICS Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LA-RICS Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 50.2 The Contractor shall immediately report any attempt by a LA-RICS Authority officer or employee to solicit such improper consideration. The report shall be made either to the LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 50.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **51.0 TERMINATION FOR INSOLVENCY**

- 51.1 The LA-RICS Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 51.2 The rights and remedies of the LA-RICS Authority provided in this Section 51.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **52.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the LA-RICS Authority may in its sole discretion, immediately terminate or suspend this Contract.

## **53.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the LA-RICS Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LA-RICS Authority's future fiscal years unless and until the LA-RICS Authority's JPA Board appropriates funds for this Contract in the LA-RICS Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The LA-RICS Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **54.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **55.0 WAIVER**

No waiver by the LA-RICS Authority of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LA-RICS Authority to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 55.0 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **56.0 WARRANTY AGAINST CONTINENT FEES**

56.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.



56.2 For breach of this warranty, the LA-RICS Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **57.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **58.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 57.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to LA-RICS Authority under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which LA-RICS Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **59.0 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **60.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the LA-RICS Authority shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. LA-RICS Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Section 60.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **61.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the LA-RICS Authority strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the LA-RICS Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## **62.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 62.1 LA-RICS Authority shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LA-RICS Authority all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 62.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. LA-RICS Authority shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 62.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract,



which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LA-RICS Authority's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 62.4 The LA-RICS Authority will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LA-RICS Authority agrees not to reproduce, distribute or disclose to non-LA-RICS Authority entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 62.5 Notwithstanding any other provision of this Contract, the LA-RICS Authority will not be obligated to the Contractor in any way under sub-Section 62.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-Section 62.3 or for any disclosure which the LA-RICS Authority is required to make under any state or federal law or order of court.
- 62.6 All the rights and obligations of this Section 62.0 (Ownership of Materials, Software and Copyright) shall survive the expiration or termination of this Contract.

### **63.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 63.1 The Contractor shall indemnify, hold harmless and defend LA-RICS Authority from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. LA-RICS Authority shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 63.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that LA-RICS Authority's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that LA-RICS Authority's continued use of the system is not materially impeded, shall either:
- Procure for LA-RICS Authority all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

63.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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**AUTHORIZATION OF AGREEMENT  
BETWEEN  
THE LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY  
AND  
(CONTRACTOR)  
FOR CELL ON LIGHT TRUCKS (COLTS) AND CELL ON PICK UP TRUCKS  
(COPTS)**

IN WITNESS WHEREOF, the Board of Directors of the Los Angeles Regional Interoperable Communications System Authority has caused this Contract to be executed by the Executive Director and approved by LA-RICS Authority Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, as of the Effective Date.

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS AUTHORITY**

By \_\_\_\_\_  
Executive Director

**CONTRACTOR**

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Principal Deputy County Counsel

**SAMPLE CONTRACT EXHIBITS**

- Exhibit A** COLT and/or COPT Specifications (Not attached to Sample Contract)  
Attachment A First Responder Mobility Zone (FMRZ) Components
- Exhibit B** Pricing Schedule (Not attached to Sample Contract)
- Exhibit C** Contractor's Proposed Schedule (Not attached to Sample Contract)
- Exhibit D** Contractor's EEO Certification
- Exhibit E** LA-RICS Authority's Administration
- Exhibit F** Contractor's Administration
- Exhibit G** Forms Required at the Time of Contract Execution
- Exhibit G1 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G2 Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G3 Contractor Non-Employee Acknowledgement Agreement
- Exhibit H** LA-RICS Authority Grant Funding Requirements (Not attached to Sample Contract)
- Exhibit I** Jury Service Ordinance (Not attached to Sample Contract)
- Exhibit J** Safely Surrendered Baby Law (Not attached to Sample Contract)

**EXHIBIT A**

**COLT AND/OR COPT SPECIFICATIONS**

**NOT ATTACHED TO SAMPLE CONTRACT**

**PLEASE REFER TO APPENDIX B (COLT AND COPT  
SPECIFICATIONS) ATTACHED TO THE IFB**

**EXHIBIT B**

**PRICING SCHEDULE**

**NOT ATTACHED TO SAMPLE CONTRACT**

**PLEASE REFER TO EXHIBIT 8 (COLT AND COPT PRICING  
SHEET) CONTAINED WITHIN APPENDIX C (REQUIRED  
FORMS) ATTACHED TO THE IFB**

**EXHIBIT C**

**CONTRACTOR'S PROPOSED SCHEDULE**

**NOT ATTACHED TO SAMPLE CONTRACT**

**SCHEDULE WILL BE BASED ON TIMELINES SET FORTH IN  
THE IFB AND APPENDIX B (COLT AND COPT  
SPECIFICATIONS) ATTACHED TO THE IFB**

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date



## LA-RICS AUTHORITY'S ADMINISTRATION

**CONTRACT NO.** \_\_\_\_\_

**LA-RICS AUTHORITY PROJECT DIRECTOR:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**LA-RICS AUTHORITY PROJECT MANAGER:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**LA-RICS AUTHORITY CONTRACT PROJECT MONITOR:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Notices to Contractor shall be sent to the following:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_

Contract No. \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System Authority (LA-RICS Authority) to provide certain services to the LA-RICS Authority. The LA-RICS Authority requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

### CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the LA-RICS Authority for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the LA-RICS Authority by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the LA-RICS Authority pursuant to any agreement between any person or entity and the LA-RICS Authority.

### CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the LA-RICS Authority and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LA-RICS Authority. The LA-RICS Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in LA-RICS Authority work, the LA-RICS Authority must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the LA-RICS Authority.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the LA-RICS Authority. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LA-RICS Authority's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or LA-RICS Authority employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other LA-RICS Authority vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the LA-RICS Authority may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to LA-RICS Authority with Contractor's executed Contract. Work cannot begin on the Contract until LA-RICS Authority receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System Authority (LA-RICS Authority) to provide certain services to the LA-RICS Authority. The LA-RICS Authority requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the LA-RICS Authority for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the LA-RICS Authority by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the LA-RICS Authority pursuant to any agreement between any person or entity and the LA-RICS Authority.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the LA-RICS Authority, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the LA-RICS Authority, any such investigation shall result in my immediate release from performance under this and/or any future contract.

### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the LA-RICS Authority and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority. In addition, I may also have access to proprietary information supplied by other vendors doing business with the LA-RICS Authority. The LA-RICS Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in LA-RICS Authority work, the LA-RICS Authority must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the LA-RICS Authority. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the LA-RICS Authority. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or LA-RICS Authority employees who have a need to know the information. I agree that if proprietary information supplied by other LA-RICS Authority vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to LA-RICS Authority with Contractor's executed Contract. Work cannot begin on the Contract until LA-RICS Authority receives this executed document.)

Contractor Name \_\_\_\_\_

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System Authority (LA-RICS Authority) to provide certain services to the LA-RICS Authority. The LA-RICS Authority requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

### NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the LA-RICS Authority for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the LA-RICS Authority by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the LA-RICS Authority pursuant to any agreement between any person or entity and the LA-RICS Authority.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the LA-RICS Authority, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the LA-RICS Authority, any such investigation shall result in my immediate release from performance under this and/or any future contract.

### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the LA-RICS Authority and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority. In addition, I may also have access to proprietary information supplied by other vendors doing business with the LA-RICS Authority. The LA-RICS Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in LA-RICS Authority work, the LA-RICS Authority must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the LA-RICS Authority. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the LA-RICS Authority. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the LA-RICS Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or LA-RICS Authority employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EXHIBIT H**

**LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS**

**NOT ATTACHED TO SAMPLE CONTRACT**

**PLEASE REFER TO APPENDIX E (LA-RICS AUTHORITY  
GRANT FUNDING REQUIREMENTS) ATTACHED TO THE IFB**

**EXHIBIT I**

**JURY SERVICE ORDINANCE**

**NOT ATTACHED TO SAMPLE CONTRACT**

**PLEASE REFER TO APPENDIX F (JURY SERVICE  
ORDINANCE) ATTACHED TO THE IFB**

**EXHIBIT J**

**SAFELY SURRENDERED BABY LAW**

**NOT ATTACHED TO SAMPLE CONTRACT**

**PLEASE REFER TO APPENDIX I (SAFELY SURRENDERED  
BABY LAW) ATTACHED TO THE IFB**



## FIRST RESPONDER MOBILITY ZONE (FRMZ) COMPONENTS

The following FRMZ Components for the COLT and/or COPT will be provided by AT&T and installed by the Contractor. Specification sheets will be provided upon bid award.

Equipment	Product Manufacturer and Model	Dimensions	Weight
<b>eNodeB</b>	Nokia FlexiZone Micro BTS FWPF	9.72 x 12.87 x 4.72 in (247 x 327 x 120 mm)	7.5 kg (16.5 lbs)
<b>Satellite Router</b>	VT iDirect iQ 200 Rackmount Satellite Router	17.5 x 12.6 x 1.75 in (445 x 320 x 44.5 mm)	4.5 kg (10 lbs)
<b>Cradlepoint Router</b>	Cradlepoint COR IBR1700	8.8 x 7.5 x 1.7 in (224.3 x 190 x 44 mm)	1.7 kg (3 lb, 7 oz)



**Los Angeles  
Regional Interoperable Communications System**

# **Cell on Light Truck (COLT) 4x4 Specifications**

CELL ON LIGHT TRUCK SPECIFICATIONS

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**1 Special Instructions**

- 1.1 The Contractor shall guarantee the per-unit contract price(s) pursuant to Exhibit B (Pricing Schedule) for a period of twenty-four (24) calendar months from the Effective Date of the Contract. The Contractor shall allow the same price(s) to a requesting LA-RICS Authority Member Agency.
- 1.2 The delivery date of the completed unit(s), shall not exceed 160 days from the Effective Date or date agreed upon by the Contractor and the LA-RICS Authority and/or LA-RICS Authority Member Agency (collectively, "User Agency").

**2 Warranty**

- 2.1 The Contractor shall provide a minimum warranty of five (5) year/100,000 mile unconditional warranty for the entire COLT (including vehicle and all specialty equipment), barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. or, the original equipment manufacturer's warranty, whichever is greater.
- 2.2 The vehicle warranty work will be performed at a dealership in Los Angeles County (County).
- 2.3 Warranty period will start on the day the COLT is put into service by the User Agency, not the day of COLT delivery. Delayed warranty start not to be more than six (6) months from COLT final delivery date.
- 2.4 Use of other than original equipment parts will not void warranty.
- 2.5 Warranty card to be delivered to User Agency.
- 2.6 All COLT components substituted or changed upon Effective Date, and any component deviations initiated at the discretion of COLT manufacturer shall be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the COLT is put into service by User Agency.

**3 Emission Standards**

- 3.1 Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Safety Standards will be included in the COLT.
- 3.2 COLT shall comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

## **4 General Specifications and Standards**

- 4.1 All equipment furnished will be subject to the approval of the User Agency.
- 4.2 The vehicle's body, finish, and fittings shall be the latest model. The vehicle provided shall be new and not have been used in a demonstration or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
- 4.3 Trade names mentioned in these vehicle plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they shall be of equal or better quality and shall be approved by User Agency.
- 4.4 All deviations or component changes shall be approved by the User Agency.
- 4.5 One (1) copy of the Maintenance Service Manual including electrical wiring diagrams shall be furnished by Contractor within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all technical bulletins pertaining to the COLT shall be provided in a timely manner.
- 4.6 Contractor shall furnish a Bill of Sale and title for the vehicle in the name of:  

**Los Angeles Regional Interoperable  
Communication System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754**
- 4.7 Contractor shall provide bill of sale and title within fifteen (15) days verification of order. Verification is to be forwarded to the Contract Manager/Fleet Manager/equivalent of User Agency and LA-RICS Authority.
- 4.8 Contractor to furnish invoice at time of delivery for each COLT received by User Agency.

## **5 Delivery**

- 5.1 COLT Vehicles will have the Contractor preparation service work, normally performed by the Contractor, completed before delivery.
- 5.2 Contractor preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of

license plate frame or placard identifying the Contractor's name or company information.

- 5.3 The final delivery date of the complete order of COLTs may not be later than 160 calendar days after contract award, or a date agreed upon between the Contractor and the LA-RICS Authority.
- 5.4 COLTs, upon acceptance test by the User Agency, shall be ready for service at the time of final delivery date.
- 5.5 COLTs shall be delivered clean, with full tank of fuel, and batteries full and ready for immediate operation.
- 5.6 User Agency personnel shall inspect all vehicles for compliance with these COLT Specifications. If defects are found requiring correction, it shall be the Contractor's responsibility make the correction and return the COLT or part back to the User Agency for inspection. All transportation to and from the designated delivery location shall be the responsibility of the Contractor until the vehicles are accepted by User Agency.
- 5.7 All vehicles shall be delivered to a location designated by User Agency at the date and time agreed upon by Contractor and User Agency.

## **6 Compliance with Codes and Statutes**

- 6.1 The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act, and applicable NFPA requirements.
- 6.2 THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.
- 6.3 It is the sole responsibility of the Contractor to advise the LA-RICS Authority and/or User Agency in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.
- 6.4 The Contractor shall secure all approvals, certifications and inspections from appropriate State and local authorities. Before the delivery of the vehicle the Contractor shall provide relevant paperwork demonstrating the vehicle is in road-worthy and safe driving condition and meets all legal requirements to be driven on California roads.

## **7 Intent of Specifications**

- 7.1 It is the intent of these specifications to obtain a Cell On Light Truck (COLT) and related equipment that shall meet the construction and performance requirements reflected herein.
- 7.2 These specifications are intended to describe the type, size, and quality of the COLT and related equipment desired and to cover the furnishing and delivery to the User Agency of complete apparatus equipped as hereinafter specified.
- 7.3 Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, effectiveness, durability, and safety in place of those prescribed by these specifications.
- 7.4 Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

## **8 General Technical Specifications**

- 8.1 Contractor shall provide a vehicle and other components that are part of the COLT no later than 160 calendar days after contract award, or a date specified by the User Agency.
- 8.2 The COLT shall be capable of providing secure and reliable connectivity between a compatible FirstNet Ready device provisioned with a FirstNet SIM and the AT&T/FirstNet network infrastructure.
- 8.3 Contractor shall be responsible for providing all COLT components required for a fully operational Long Term Evolution (LTE) coverage extension of the AT&T/FirstNet network except those components listed in Attachment A (FRMZ Components) to this Appendix B.1 (COLT Specifications), and in the case of the FRMZ Components, Contractor shall be responsible for providing a vehicle host system capable of structurally containing those components, powering those components, and providing an environment that assures the continued operations of those components.
- 8.4 Contractor shall be responsible for all the tasks identified in these specifications such that the COLT System meets all the objectives outlined in Section 10, COLT Objectives, and satisfy all functional, performance, and scope of work elements in these COLT Specifications. All components provided by the Contractor, except the vehicle are referred in these COLT Specifications as COLT Support System. The

vehicle, the COLT Support System, and FRMZ Components, together form the COLT System.

- 8.5 The LA-RICS Authority and/or User Agency endeavors to complete its final design review of the COLT to ensure that the vehicle, components, etc. adhere to the LA-RICS Authority's requirements within seven (7) days from the date of submission of the final COLT design.
- 8.6 Contractor shall provide all user manuals as-built documentation, and any other requested documentation to the User Agency at the time of initial vehicle delivery. The documentation includes one hard copy and one soft copy in PDF provided by the Contractor on a USB drive no later than seven (7) days from the Effective Date or a date specified by the LA-RICS Authority and/or the User Agency. Should the LA-RICS Authority instruct the Contractor to perform additional work on the COLT, Contractor shall provide updated literature to contemplate the additional work to the LA-RICS Authority and/or User Agency within seven (7) calendar days of the work requested.
- 8.7 If there is a conflict between codes, ordinance, regulations, standards, and these COLT Specifications, the most stringent requirement will govern. If there is a conflict within this COLT Specification the most stringent requirement will govern.

## **9 COLT Objectives**

- 9.1 COLT shall connect to FirstNet/AT&T core from any location in Los Angeles County (e.g., Angeles National Forest, Rancho Palos Verdes, etc).
- 9.2 COLT shall be capable of travel on any passable road within L.A. County. The COLT shall be capable of off-road travel on dirt and gravel roads. It shall be capable of operating on roads eleven (11) feet in width or wider. All COLT systems and components shall be capable of continued and sustained operation following travel on such roads.
- 9.3 The maneuverability of the COLT shall exceed a comparably sized van and have a short wheelbase and tight turning radius without affecting the stability of the COLT.
- 9.4 COLT shall be drivable with basic Class C driver's license.
- 9.5 COLT shall be able to support emergency response deployments with the following:
  - 9.5.1 Quick setup time with the ability to fully deploy the COLT with LTE service in 30 minutes.



- 9.5.2 No or minimal technical knowledge required to setup COLT.
- 9.5.3 Auto aligning satellite capability to connect the COLT to the FirstNet Evolved Packet Core.
- 9.5.4 Weight distribution and outrigger/stabilizing struts to ensure stability of the COLT while mast is deployed.
- 9.5.5 Pneumatic Mast deployment supporting variable deployment heights but with a maximum height that shall be no less than 60 feet without guy wires.
- 9.5.6 Mast attachable antenna mount for ease of deployment of multiple types of antennas.
- 9.6 All COLT System Components will be new and unused at the time of installation.
- 9.7 Firmware and software will be the same for all like devices at the time of Final COLT System Acceptance.
- 9.8 All COLT System Components will be of current design and manufacture. The COLT System will not contain any components not in current production or that is scheduled for discontinuance within five (5) years of the Effective Date.
- 9.9 All software licenses will be a one-time cost.

## **10 COLT Vehicle Specifications**

- 10.1 Turning capability
  - 10.1.1 The COLTs turning capability will be equipped with an applicable factory steering assist system.
  - 10.1.2 The wheel base will be short enough to ensure appropriate turning radiuses. Vehicle length shall be documented to show that turning radius is sufficient to maneuver the vehicle in most tight turning environments so that turning radius is shorter than the overall length of vehicle.
- 10.2 Vehicle Carrying capacity:
  - 10.2.1 The weight rating of the vehicle shall be no less than the rating required for the vehicle to support 110% of the net weight of all equipment necessary to achieve the vehicle performance requirements herein, or 25,000 lbs GCWR, whichever is greater.

- 10.2.2 The vehicle shall be able to contain all LTE and microwave cabinets, generator, battery backup systems, and any other equipment required by the COLT System.
  - 10.2.3 Contractor shall indicate the vehicle's gross combination weight rating (GCWR) and the excess carrying capacity that can be used by the future growth.
  - 10.2.4 The COLT suspension system shall be capable of supporting the vehicle and payload within the gross vehicle weight rating (GVWR) and GCWR.
  - 10.2.5 Suspension system ratings shall be provided to ensure compliance with GVWR and GCWR ratings.
  - 10.2.6 Front and rear axle ratings shall be provided to ensure compliance with the GVWR and GCWR ratings.
  - 10.2.7 The maximum overall height of the vehicle, including all apparatus, while the vehicle is in motion, shall not exceed thirteen (13) feet.
- 10.3 Engine
- 10.3.1 The COLT vehicle engine will be equipped with at least a Turbo Diesel rated at > 200hp @ 2,500 rpm and 400 lb.ft of Torque @ 1,800 rpm.
  - 10.3.2 The engine shall be sized to ensure the vehicle can support all COLT equipment and achieve all performance requirements.
  - 10.3.3 The COLT engine compartment shall employ a heavy duty cooling system for the engine systems.
  - 10.3.4 The COLT vehicle shall also have a minimum of 600 Watt engine block heater.
- 10.4 Transmission System
- 10.4.1 The COLT vehicle transmission systems shall have at least a 5-speeds and a heavy duty automatic transmission.
  - 10.4.2 The COLT vehicle transmission systems will have a 4-wheel drive high/low range select shift from the interior of the vehicle.

**10.5 Electrical System**

- 10.5.1 COLT vehicle shall have an alternator rated at least at 140 amps.
- 10.5.2 The COLT vehicle shall have at least 2 Maintenance-Free Batteries or more batteries with CCA (cold cranking amps) at 700 CCA or more.

**10.6 Brakes and Wheels**

- 10.6.1 The COLT vehicle shall have hydraulic brakes with 4-Channel anti-lock braking system (ABS).
- 10.6.2 The COLT vehicle shall have two (2) sets of rear wheels.
- 10.6.3 The COLT vehicle shall have at least 19.5" heavy duty wheels in the front and rear.
- 10.6.4 Front suspension shall have taper spring 8,400 lbs. capacity.
- 10.6.5 Rear suspension shall have multi-leaf spring with 14,500 lbs capacity.

**10.7 Tires**

- 10.7.1 The COLT vehicle tires shall have a radial design.
- 10.7.2 If feasible, the COLT vehicle tire type will be run flat.
- 10.7.3 The COLT vehicle tires shall be suitable for all weather conditions including for use on non-paved roads for the full Net Vehicle System weight.
- 10.7.4 The COLT vehicle shall be provided with four wheel chocks.
- 10.7.5 Contractor shall provide a matching spare wheel, full size tire, and an interior spare tire mount.

**10.8 Interior Features: The COLT shall have the following interior features:**

- 10.8.1 Power Steering
- 10.8.2 Power disk brakes
- 10.8.3 Four wheel ABS
- 10.8.4 Parking brake

- 10.8.5 Air Conditioning
- 10.8.6 AM/FM radio
- 10.8.7 Integrated Bluetooth and steering wheel audio control
- 10.8.8 Tilt & Telescopic Steering wheel
- 10.8.9 Rear View Camera and Backup Sensor
- 10.8.10 LCD display
- 10.8.11 Back-up Alarm
- 10.8.12 Power Windows
- 10.8.13 Durable, easy to clean and comfortable seating
- 10.9 Bed Frame
  - 10.9.1 The COLT vehicle shall have a bed frame that can accommodate all Contractor-provided equipment cabinets and other required components.
- 10.10 Exterior features
  - 10.10.1 Any COLT exterior surface, including cabinets or storage boxes shall be galvanized, painted, or otherwise protected from the weather and corrosion protection.
  - 10.10.2 All attaching hardware shall be stainless steel unless otherwise specified by the User Agency.
  - 10.10.3 The COLT shall have external LED Lighting around the perimeter of the vehicle, capable of illuminating up to 25 feet away from the COLT. The top of the vehicle shall also be lighted such that any work can be performed on the mast at night.
  - 10.10.4 The COLT shall meet Federal Motor Carrier Safety Administration's (FMCSA's) requirement for conspicuity markings for commercial motor vehicles.
  - 10.10.5 Bumpers shall be constructed of metal, attached to vehicle frame, and bumper shall be strong enough to push a disabled vehicle without bending.

**10.11 Outriggers and COLT Stabilization**

- 10.11.1 The COLT shall have stabilizing outriggers that support 110% of the weight of the COLT System under stressed load conditions, including 60 mph winds.
- 10.11.2 The COLT shall have a red indicator light in the tractor cab overhead and an audible warning in the cab whenever the outriggers are not stowed and the parking brakes are released.
- 10.11.3 The COLT shall have a fully automatic hydraulic vehicle leveling system.
- 10.11.4 The COLT shall have an outrigger leveling system.
- 10.11.5 The COLT shall have multiple position outriggers.
- 10.11.6 The COLT shall have four (4) outrigger Jacks and four (4) 18" x 18" x 1" Jack Pads with handles.

**11 COLT Enclosure****11.1 Shelter Size**

- 11.1.1 The COLT enclosure shall be NEMA 3R compliant.
- 11.1.2 Contractor shall provide 19" equipment racks that are sized to house the equipment provided by the Contractor and by AT&T as well as appropriately sized racks to house batteries.
- 11.1.3 Contractor shall provide a shelf for the rack for the AT&T-provided eNodeB and Cradlepoint Modem.
- 11.1.4 The COLT shelter size shall be at least 16' L x 8' W x 8' H.

**11.2 Floor**

- 11.2.1 The COLT floor structure design must incorporate an Equipment Mounting System for racks, cable trays, and cabinets.
- 11.2.2 The COLT floor structure design must incorporate an Anti-Slip Floor Coating.
- 11.2.3 The COLT floor structure design must incorporate an Anti-Static Floor Coating.

- 11.2.4 The COLT floor structure design must incorporate at least 500-lb/sq. ft. Floor Load.

11.3 Roof

- 11.3.1 The roof of the equipment enclosure shall be capable of supporting the weight one satellite antenna dish in addition to the weight of two (2) people.

- 11.3.2 The roof shall have solar panel mounts that shall be of sufficient strength to hold the panels in place at 100 mph vehicle speeds.

- 11.3.3 The roof shall have an outdoor storage cabinet, capable of containing five (5) omnidirectional antennas. Antennas will be no more than six (6) feet long.

- 11.3.4 Contractor shall provide and install roof mounted antennas and Radio Frequency (RF) cables for use with wireless routers to be provided by the LA-RICS Authority and/or the User Agency. The antennas shall be provided in two separate radomes with each radome providing antennas that support the bands specified in Sections 11.3.4.1, 11.3.4.2, and 11.3.4.3, and with each having its own cable ending with a SMA male connector that will be routed from the roof to inside the equipment enclosure with three (3) feet of excess length inside the enclosure. The two radomes will be installed in a way to maximize their separation to maximize MIMO performance. Within each radome, the antennas shall have sufficient isolation and out-of-band rejection to ensure proper operation of 4G/5G, Wi-Fi, and positioning technologies. Each of the two radomes shall include a minimum of :

- 11.3.4.1 Two (2) antennas each covering all 3GPP defined LTE bands, including those between 600 MHz and 3,800 MHz

- 11.3.4.2 One (1) antenna covering GPS and GNSS bands, 1565 to 1608 MHz

- 11.3.4.3 Two (2) Wi-Fi bands at 2.4 GHz, 4.9 GHz, and 5.8 GHz (2,400 to 2,500 and 4,900 to 5,900 MHz) one of these antennas will be vertically polarized, and the other will be horizontally polarized

- 11.3.5 The COLT shall have external penetration for future installation of three (3) cables, ½" in size.

**12 COLT Equipment**

- 12.1 Heating, Ventilation, and Air Conditioning (HVAC)
- 12.2 The COLT enclosure shall be climatized by an automated, temperature and humidity controlled HVAC system according to the specifications of all components within the COLT enclosure plus an additional 10,000 BTU/hr additional heat and while keeping the COLT enclosure within the temperature and humidity levels of all electrical components.
- 12.3 The HVAC system shall be rated for heavy duty, continuous operation.
- 12.4 The HVAC system shall be designed and implemented to optimize air distribution and circulation throughout the COLT enclosure.
- 12.5 Grounding
  - 12.5.1 The COLT shall comply with all grounding requirements as applicable.
  - 12.5.2 The COLT shall have a Main Ground Bar (Exterior).
  - 12.5.3 The COLT shall have an Equipment Ground Bar (Interior).
- 12.6 Telecom Panel
  - 12.6.1 The COLT shall have weather proof Telco panel that is pretreated with fire stop.
- 12.7 Power
  - 12.7.1 The COLT shall have both weatherproof internal and external GFI service receptacles
  - 12.7.2 The COLT shall have a 50 amps 4000 watts female twist lock power receptacle with cover. Contractor shall include a 50 ft double male ruggedized powersealed cord that matches the receptacle.
  - 12.7.3 The COLT shall have weather proof lighting with emergency backup ballast to light the infrastructure portions of the COLT. Each cabinet shall be interior lit.
  - 12.7.4 The COLT AC Distribution Panel shall have at least a 120/240V 1 phase 100A 40 Position 3-Wire Distribution Panel and be weather proof.
  - 12.7.5 The COLT shall have Automatic Transfer Switch.

- 12.7.6 The COLT AC Distribution Panel shall have NEMA 3R Enclosure.
- 12.7.7 The COLT AC Distribution Panel shall have Surge Protection with Alarm.
- 12.7.8 The COLT AC Distribution Panel shall have Cam Lock Connections for Alternate Source.
- 12.7.9 Contractor shall provide at least two 40' or more shore power cables with Cam-locks.
- 12.7.10 Generator and Fuel Tank
- 12.7.10.1 The COLT shall have a generator and fuel tank sized to provide at least 48 hours of operation at full rated load, 100% duty.
- 12.7.10.2 Generator shall support both 120V and 240V at 80 amps.
- 12.7.10.3 The COLT generator shall have an auto start and hour meter.
- 12.7.10.4 The COLT generator shall be in an integrated sound attenuated enclosure.
- 12.7.10.5 The COLT generator shall have a dedicated fuel tank.
- 12.7.10.6 The outlet from the tank shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.
- 12.7.10.7 Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.
- 12.7.10.8 The tank shall have a tank filler that extends sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement fuel caps shall be readily available



through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless steel fuel tank fill doors shall be provided.

- 12.7.10.9 The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Contractor shall provide the sump with a readily accessible 3/4" brass drain plug.
- 12.7.10.10 The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs.
- 12.7.10.11 Generator exhaust shall be routed outside of the COLT enclosure and high enough such that personnel working around the vehicle will not be exposed to exhaust fumes.
- 12.7.10.12 The COLT generator shall have access to Vehicle fuel tank as ancillary fuel feed.
- 12.7.10.13 The COLT shall have an exterior generator plug for an ancillary generator.
- 12.7.10.14 The COLT shall have a generator tank fueling neck.
- 12.7.10.15 The COLT shall have an automatic transfer switch. The transfer switch will automatically switch between generator and shore power with a preference for shore power.
- 12.7.10.16 The automatic transfer switch will only be utilized if shore power is connected. The ATS will detect loss of commercial power and will automatically start the generator and switch to generator power.
- 12.7.10.17 The generator will be equipped with an LCD controller, and 25% and 50% alarm stem.

#### 12.7.11 Power System

- 12.7.11.1 The power system shall be capable of providing power to all specialty components (outside of the

12 VDC power systems for the base vehicle operation) from any of the three following sources: shore, generator, or battery.

12.7.11.2 The power system shall convert between AC and DC to accommodate the power requirements of each component. As such, the power system shall include at least one (1) inverter that converts -48 VDC (battery power) to 120 VAC and at least two rectifiers (with one hot standby spare) capable of converting 120 VAC to -48 VDC (shore or generator power).

12.7.11.3 The power system shall support all components identified throughout this specification (including third party provided LTE and related equipment) and an additional growth of 1kW AC and 1 kWDC.

12.7.11.4 The rectifiers and inverters shall be capable of achieving their respective loads of all components identified in these specifications plus the growth requirements of Section 12.7.11.3.

12.7.12 Breakers and Fuses: The COLT power system shall have at least the following Breakers and Fuses

12.7.12.1 AC Breakers: Three 50A, Three 30A, Three 20A, Three 10A

12.7.12.2 AC Breaker Spares: (1) 10A, (1) 20A, (1) 30A, (1) 50A

12.7.12.3 Fuses: provide appropriate fuses for each component

12.7.13 Batteries

12.7.13.1 The COLT power System shall have battery capacity sufficient to maintain full-load COLT operation (for all AC and DC powered components) for four (4) hours.

12.8 Alarm Panel (No Current Dry Contacts)

12.8.1 The COLT shall have an alarm panel and support external contact closures for at least the following items:

12.8.1.1 Smoke Alarm

12.8.1.2 Intrusion Alarm

12.8.1.3 Hi & Low Temperature Alarms

12.8.2 Alarms shall be audible and alarm sound and volume shall be configurable per alarm type.

12.9 Equipment Enclosure:

12.9.1 The COLT shall have an interior layout, with a chair and a desk, that enables at least one (1) person to work comfortably within a work space.

12.9.2 The workspace desk COLT shall be at least 5'L x 3'W.

12.9.3 The workspace chair shall be stored away securely such that it does not move when the vehicle is in movement.

12.9.4 The COLT shall have an interior layout that supports multiple cabinets for equipment in the enclosure as well as the Generator, battery strings, power equipment and weather protected connection to the external portion of the enclosure to reach external equipment such as satellite, the mast, and antennas.

12.9.5 Equipment cabinets shall be listed as NEMA 3R rated weather proof communications cabinet at a minimum.

12.9.6 The COLT shall have a floor tray style cabling rack.

12.9.7 If required, the COLT shall have subfloor mounted cabling trays under the raised floor.

12.9.8 All COLT interior cabling shall be dressed using cable tie strings.

12.9.9 The COLT will have separate storage cabinets to store documents and tools.

12.10 Electronics

12.10.1 Contractor shall provide and securely fasten on a rack shelf inside the COLT enclosure one (1) satellite equipment controller, and one (1) BUC power supply corresponding to the Contractor-provided Model 1278 Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna.

- 12.10.2 Contractor shall also securely install AT&T provided FRMZ Components.

### **13 Backhaul**

#### **13.1 Fiber**

- 13.1.1 The COLT shall have a external fiber patch panel.
- 13.1.2 The external fiber patch panel shall be connected with optical fiber to the equipment enclosure space.
- 13.1.3 The COLT shall include an external storage space for a minimum of 300 feet of optical fiber cable for connection to an external fiber service
- 13.1.4 The COLT shall have a minimum of 300 ft of single mode optical fiber:
- 13.1.4.1 The 300 ft fiber cable shall be single mode fiber pair with appropriate connectors to match the patch panel provided.
- 13.1.4.2 OS2 LC LC AnyAngle Fiber Patch Cables or similar - Plenum Duplex Single-Mode Fiber Jumper with Corning 9/125um core/cladding. AnyAngle flexible boot bends and stays in any direction up to 90 degrees. Plenum OFNP, water and UV resistant, yellow, 2.0mm fiber patch cable. Reliable 1/10/40/100 Gigabit Singlemode cable.
- 13.1.4.3 OS2 LC LC Armored Fiber Patch Cables or similar - Duplex LC to LC Singlemode 9/125 jumper cord. Terminated with small form factor (SFF) ceramic ferrule LC-LC patch connectors with lc duplex clips included. A single-mode fiber patch cable for durable, reliable and fast data transmission. Inside the crush resistant armor wrap is an OFNR, yellow colored, 2.0mm outer diameter, PVC fiber jumper with zip-cord.
- 13.1.4.4 Fiber Jumpers required for FRMZ Components and services will be specified by AT&T.
- 13.1.4.5 Ten (10) fiber cables of varing lengths from 2 ft to 20 ft fiber patch cords

**13.2 Satellite****13.2.1 Contractor shall provide and install:**

13.2.1.1 Satellite Model AvL 1278 Ku-Band Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna on top of the COLT enclosure

13.2.1.2 AvL ACU AAQ satellite antenna controller with one button auto-acquisition of selected satellite, mounted on a rack inside the enclosure

13.2.1.3 AVL 1RU 55W 48V BUC Power Supply

13.2.1.4 The satellite dish shall be connected to the electronics in the shelter via a patch panel (Roxtec port or similar) mounted on the roof, such that the dish can be easily removed from the roof when necessary

13.2.2 The satellite antenna shall be installed in a location that provides a 360 degree clear view of the geostationary satellites without obstruction from the COLT components

13.2.3 The satellite antenna shall be equipped with an auto-alignment capability that is capable of positioning the satellite antenna based on signal levels to within 0.1 degree of accuracy.

**14 Mast****14.1 Pneumatic Mast**

14.1.1 COLT shall have at least a 60-foot pneumatic heavy duty mast that has a locking collars, rotating base, with an overall load capacity of all mast based components but no less than 650-lb.

14.1.2 The COLT mast shall be capable of sustaining winds in excess of 100 mph (including all mast based components)

14.1.3 The COLT mast assembly will also contain a complete guy system/kit for use in high winds and other required mast stabilizing situations.

14.1.4 The mast shall be made of stainless steel hardware to ensure protection from corrosion.

14.1.5 Contractor shall provide the mast with a warning system that automatically activates a 3/4" minimum flashing red light when

the vehicle ignition is in the "ON" position and the mast is not fully retracted. The system shall activate a 120 dB buzzer when the ignition is in the "ON" position and the parking brakes are released.

14.1.6 Contractor shall also provide a high voltage, electromagnetic and electrostatic field detection system to automatically stop mast extension when it senses overhead powerline with "look-up" light and other capabilities and performance equivalent or better than the Will-Burt D-TEC Safety System.

14.1.7 Contractor shall provide and install a L-810 LED tower obstruction light system on the antenna mounting system that complies with Federal Aviation Administration (FAA) regulations. Obstruction light system will include power cables interconnected with the COLT power system. Power cable associated with the obstruction light shall be permanently installed as coiled hose that compactly retracts around nested mast and neatly fits around extended mast.

14.1.8 Contractor shall provide a bottle of mast lubricant, 16 ounces or more.

#### 14.2 Mast Antenna Mounting System

14.2.1 The mast shall have a removal antenna connector section that supports from a single sector up to a three sector antenna mounting system as well as other canister antenna attachments.

14.2.2 This functional antenna connector shall also employ a simple methodology to change mast antennas (easily deployable and changeable).

14.2.3 The mast and all its loading, including antenna attachments, and cables, shall be able to withstand wind speeds of 100 mph or higher.

14.2.4 The COLT mast shall employ a method to maintain directional Azimuth control.

#### 14.3 Mast Air Compressor

14.3.1 The mast air compressor system shall have all the appropriate gauges, controls, check valves and pressure switches to ensure error free deployment and retraction of the mast.

**14.4 Mast Weather Protection**

- 14.4.1 The mast shall also have a protective weather cover, installation and operation manual and any other protective accessories to ensure the proper care and functioning of the mast.
- 14.4.2 The COLT shall have a mast valve control labels.
- 14.4.3 The COLT shall have mast drain labels at base of mast.
- 14.4.4 The COLT shall have mast air controls on the roof.

**14.5 Mast Based Components**

- 14.5.1 Contractor shall provide and install antennas, cables, and connectors as follows:
  - 14.5.1.1 LTE Antennas: two omnidirectional antennas less than 4 feet long and with 6dBi gain or higher
  - 14.5.1.2 Coaxial cables that connect with mast-top installed antennas with RF equipment in the Equipment Enclosure shall be ½" waveguide (LMR-400 or better) and terminated with 7/16" Din Bulkhead Connectors with Weather Caps connectors in the Equipment Enclosure.
- 14.5.2 In addition, Contractor shall dimension the mast loading to allow future equipment as required by the system growth:
  - 14.5.2.1 3 to 4 feet omnidirectional antennas: two (2) transmit and one (1) receive
  - 14.5.2.2 Three (3) RF cables, ½" superflex (LMR-400 or better)
  - 14.5.2.3 Three (3) 12dBi panel antennas, no longer than four (4) feet
  - 14.5.2.4 All cables with connected antennas shall achieve a minimum 20 dB return loss and Passive Intermodulation (PIM) of -140dBc

**15 Exterior Cable Connections****15.1 Mast RF Cable Connections**

- 15.1.1 Radio Cable Connectors Options

**15.1.1.1 Enclosure housed RF equipment**

The COLT shall have an external weatherproof bulkhead RF Cable connector cabinet wave guide entry that enables adding RF cables from equipment enclosure to tower antennas to complete connection to enclosure internal eNodeB (and other) equipment. The COLT shall have at least 9 to 12 weatherproof bulkhead RF Jacks with covers.

**15.1.1.2 Externally mounted RF equipment**

The COLT shall have at least 3 weather-proof bulkhead Fiber Connectors enabling connection to tower mounted RF equipment to enclosure telecommunications equipment.

**15.2 Shore Power**

15.2.1 The COLT shall have an external weatherproof bulkhead power connector cabinet.

15.2.2 All external outlets shall have Woodhead/FD outlet boxes with Woodhead Watertite #65W47 single flip lids and NEMA L515 female receptacles or equal.

15.2.3 All watertite plugs and connectors shall meet NEMA Type 4X requirements when properly mated to its corresponding watertite component.

15.2.4 Mounting locations and installation of 110 VAC related components to be determined and approved by the LA-RICS Authority during design review.

15.2.5 The COLT shall have at least one (1) external generator weatherproof bulkhead connection jack.

**15.3 Backhaul**

15.3.1 The COLT shall have an external weatherproof bulkhead connector cabinet.

15.3.2 The COLT shall have at least 8 RJ45 weatherproof bulkhead jacks.

15.3.3 The COLT shall have at least two (2) fiber connection weatherproof bulkhead jacks.



**16 Monitoring System**

- 16.1 Contractor shall provide a monitoring system that will have both local and remote operational status monitoring and local and remote management capabilities.
- 16.2 The monitoring system shall have the storage capacity to retain locally at least six (6) months of alarmed events and user activity logs.
- 16.3 The COLT enclosure shall contain a monitoring system server that can be connected externally to a screen, a keyboard, and a PC mouse.
- 16.4 The monitoring system shall include visual and audible alarm features to immediately notify COLT maintenance personnel when a condition occurs.
- 16.5 Contractor shall install an anemometer on the mast that will be connected to the monitoring subsystem and will send alarms when wind speed exceeds 40 miles per hour.
- 16.6 The monitoring system will provide Key Performance Indicators (KPIs) of the eNodeB, the satellite modem, and any electronic equipment that supports Simple Network Management Protocol (SNMP).
- 16.7 At a minimum, the monitoring system will monitor and report the following:
  - 16.7.1 Smoke and/or fire alarms;
  - 16.7.2 Indoor temperature and alarms;
  - 16.7.3 Outdoor temperature;
  - 16.7.4 HVAC alarms;
  - 16.7.5 Cabinet intrusion;
  - 16.7.6 Exterior motion detector alarms;
  - 16.7.7 Interconnect equipment;
  - 16.7.8 High/Low battery voltage for each battery;
  - 16.7.9 Rectifier/inverter failure;
  - 16.7.10 High/low battery temperature for each battery;
  - 16.7.11 Low/high -48 VDC;
  - 16.7.12 All rectifier alarms;

- 16.7.13 Low/high temperature of the -48 VDC system;
- 16.7.14 Generator fuel level;
- 16.7.15 Generator low fuel alarms;
- 16.7.16 Generator fuel overfill alarms;
- 16.7.17 Generator battery alarms;
- 16.7.18 Generator online alarms;
- 16.7.19 Generator high temperature alarms;
- 16.7.20 Generator over crank alarms;
- 16.7.21 Generator over speed alarms;
- 16.7.22 Generator low oil alarms;
- 16.7.23 Generator transfer switch status;
- 16.7.24 AC surge suppression alarm indication;
- 16.7.25 Voltage Standing Wave Ration (VSWR) on output of the combining system;

## **17 Additional COLT Requirements**

- 17.1 The COLT shall have at least six (6) safety cones.
- 17.2 The COLT shall have at least one (1) tool kit.
- 17.3 The COLT shall have at least two (2) fire extinguishers.
- 17.4 The COLT shall have at least one (1) eye wash kit.
- 17.5 The COLT shall have at least one (1) first aid kit.
- 17.6 The COLT shall have at least one (1) CO2 sensor.
- 17.7 The COLT shall have at least one (1) grounding kit.
- 17.8 The COLT shall have at least two (2) safety vests [one (1) medium size and one (1) large size].
- 17.9 The COLT shall have at least two (2) battery rechargeable flashlights, one (1) pick, and one (1) shovel.

- 17.10 The COLT shall have at least one (1) full set of instruction/operations manual including wiring & plumbing schematics, dimensional overviews, guying footprint and component warranty information.

## **18 COLT Functional Testing and Acceptance**

A test plan shall be developed by the Contractor and approved by the LA-RICS Authority to test all the major functions and components of the COLT to ensure proper functionality and adherence to all specified requirements and regulations either written or implied. The test plan shall be submitted to the Authority for review and approval at least 30 days before the beginning of the acceptance tests. The following list are the minimum required major functional and component tests to be developed and approved. All other items that have to meet specific requirements and local, state, or federal regulations shall also be tested or show documented proof of certified test completions and adherence to those regulations.

All COLT tests shall be witnessed by LA-RICS Authority, any of its designated agents, and/or User Agency personnel. LA-RICS Authority shall be notified a minimum of twenty-one (21) calendar days in advance of these tests and shall coordinate with the Contractor to determine the appropriate date, time, and location that the tests to be conducted. The Contractor shall operate the COLT throughout all tests. The Contractor shall provide all raw test results and test summaries in its provided documentation to the LA-RICS Authority within one (1) week of test completion by the Contractor.

### **18.1 Component Functional Testing**

Component Functional Testing shall demonstrate compliance with all functional specifications in this Appendix B.1(COLT Specifications) . The Contractor shall provide a detailed test plan for each major component that tests its primary functionality and document test past to provide adherence to specifications and regulations and review with LA-RICS Authority for modifications, changes, and approval. Any items not passing these tests will be put onto a completion check list to be followed up on with resolutions and timeframes for those resolutions to be rectified.

#### **18.1.1 COLT Performance Tests**

The COLT Performance Test shall test all performance specifications in this Appendix B.1(COLT Specifications) .

#### **18.1.2 Vehicle drive test**

An acceptance road test shall be conducted with the COLT loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the

COLT shall show no loss of power or overheating. The transmission, drive shaft or shafts, and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of COLT.

#### 18.1.3 Vehicle set up test

A complete demonstration of how the COLT, mast, satellite dish, network, alarm and monitoring system operate shall be conducted by the Contractor during the on-site inspection of the completed COLT with the LA-RICS Authority and/or User Agency.

#### 18.1.4 Mast and Auto-Leveling (Stabilization) Struts Performance Test

18.1.4.1 A minimum of two (2) operations (raising and lowering the mast and leveling/stabilizing the vehicle) shall be conducted at normal hydraulic operating pressure.

18.1.4.2 The mast and stabilization struts shall be capable of operating continuously (i.e., in a raised mast configuration or in a leveled configuration) for a minimum of twenty-four (24) hours without hydraulic oil overheating.

#### 18.1.5 Generator, Shore, and UPS test

18.1.5.1 The automatic transfer switch (ATS) shall be tested to confirm that the generator auto-starts and the vehicle power systems switch to generator power after shore power is lost.

18.1.5.2 The ATS shall be tested to confirm that the generator turns off and the vehicle power systems switch to shore power after shore power is restored.

18.1.5.3 The generator will be tested for manual turn-on and shut-off under a full load.

18.1.5.4 The power system will be tested to ensure the battery backup supplies power to all systems in the event of loss of generator and shore power for a minimum of 30 continuous minutes.

#### 18.1.6 Passive InterModulation (PIM) and Sweep test: The lines and antennas will be tested for PIM and return loss on all RF lines

and connectors with supplied antennas attached and achieve the performance specifications.

**18.1.7 Satellite connectivity test**

The satellite system will be tested for connectivity to the satellite network and verify throughput, Committed Information Rate (CIR) and Grade of Service (GoS).

**18.1.8 eNodeB and Connectivity Test to AT&T FirstNet FRMZ**

The eNodeB will be tested and connectivity will be verified between a test mobile unit and the FirstNet Core. Contractor to provide supporting documentation of verified connectivity, throughput to multiple endpoint destinations.

**18.1.9 Coverage test**

The mast will be deployed with antenna attached in flat uncluttered environment and a drive test will verify coverage. Resulting coverage test plot will be provided to the LA-RICS Authority.

**18.2 Final acceptance testing**

**18.2.1** Final acceptance testing will be complete when all functionality tests are complete with no check list items open and passed. Final acceptance will include all documentation delivered and 100% accurate with no missing information.

**18.2.2** In the event the COLT fails to meet the test requirements on first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the first trial. Such trials shall be final and conclusive, and failure to comply with these requirements may be subject to liquidated damages as stipulated in Section 32.0 of the Contract.

**19 Training**

**19.1** Contractor shall provide training to the LA-RICS Authority and/or User Agency personnel and technicians in the operation and maintenance of the COLT.

**19.2** The training shall be completed not more than three (3) weeks before the deployment tests, unless otherwise agreed upon by the Contractor and the User Agency, so that the deployment tests shall provide hands on experience to the students.

- 19.3 The Contractor shall develop a training package with full curriculum and submit them to the LA-RICS Authority for review and approval 30 days after the Effective Date or a date agreed upon by the Contractor and the LA-RICS Authority.
- 19.4 The Contractor's training package shall include the following:
  - 19.4.1 Suggested number of participants for each class;
  - 19.4.2 The prerequisites for all participants;
  - 19.4.3 The length of each class in hours; and
  - 19.4.4 The total number of trainer hours proposed.
- 19.5 The Contractor's training package shall describe the type of refresher training recommended (e.g., updated user training, changes to system configuration).
- 19.6 Training materials (both hardcopy and electronic) shall be provided no later than three (3) weeks prior to the start of any training course, unless otherwise agreed upon by the Contractor and the User Agency.
- 19.7 Training materials shall be customizable based on the functionality being sought by the LA-RICS Authority or User Agency.
- 19.8 All training courses shall be scheduled by the Contractor and User Agency and approved by the LA-RICS Authority.
- 19.9 These training requirements are included primarily to provide the LA-RICS Authority and/or the User Agency the opportunity to train its end users and technicians in the operation and maintenance of the COLT. However, the Contractor will include any necessary changes that are the result of providing an integrated solution.
- 19.10 The training will provide a computer database tracking mechanism for the training received by each student. The minimum information tracked shall include students name, agency, type of training and hours of training received, by subject and cumulative training time.
- 19.11 All training will be conducted at a location approved by the LA-RICS Authority and/or User Agency (any training that requires offsite participation shall be specifically noted).
- 19.12 The training will be flexible enough to allow the LA-RICS Authority and/or User Agency to make adjustments to the participants or curriculum to achieve the greatest benefit for the training hours provided. All training

shall be conducted as close to "go live" dates as possible, except where noted in the project schedule.

- 19.13 Training materials (both hardcopy and electronic) shall be provided to the LA-RICS Authority and/or User Agency a minimum of three (3) weeks prior to the start of any training course.
- 19.14 The Contractor shall provide train the trainer style training for end users (e.g., Police Officers, Fire Fighters, Dispatchers and Dispatch Supervisors).
- 19.15 A full training curriculum is required for Engineering and Technical personnel. Refresher training is not acceptable for initial COLT introduction.
- 19.16 All training and materials shall be subject to review and approval by the LA-RICS Authority prior to use or distribution by the Contractor.
- 19.17 The Contractor shall recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for COLT system use and maintenance.
- 19.18 The LA-RICS Authority may assist with providing classroom space for training sessions. The Contractor shall be responsible for providing all training courses within these facilities.
- 19.19 The Contractor shall provide all instructional materials, media presentation devices, presentation media, lesson plans, and course instructors.
- 19.20 Student to instructor ratios for all training sessions shall not exceed a ratio of ten (10) students to one (1) instructor unless approved by the LA-RICS Authority and/or User Agency.
- 19.21 In addition to formalized training courses, the Contractor shall list any electronic utilities (e.g., self-guided tutorials) that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities will mirror the installed operations by using live data wherever possible.
- 19.22 All manuals, handouts, and other printed materials used during the training shall become the property of the LA-RICS Authority and/or User Agency.
- 19.23 The LA-RICS Authority shall be granted the right to reproduce unlimited copies of the training materials for use by LA-RICS Authority, its Member and Users.



- 19.24 If any specialized test/diagnostic equipment is required or proposed to support the COLT, the Contractor shall include training for this equipment.
- 19.25 Contractor shall include hands-on training, which includes simulations of common failures and maintenance processes.
- 19.26 Contractor shall provide all equipment required for hands-on training.
- 19.27 All courses shall be professionally video recorded by the Contractor and become LA-RICS Authority property for the purpose of refreshment course and/or new training.
- 19.28 The Contractor will include a training outline and a copy of all the standard documentation (user, administrator, installer guides, etc.) for all components (hardware, firmware, and software) proposed.
- 19.29 Contractor will recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for each class.
- 19.30 Contractor shall provide pricing for additional training as requested by the LA-RICS Authority.
- 19.31 Contractor will provide training program on the basic installation and troubleshooting of the Contractor-provided equipment to include, but not be limited to: COLT overview, individual Component troubleshooting and repair at module level, COLT Satellite and antenna alignment and adjustment, COLT component configuration, and preventative maintenance. The Contractor will identify any additional training deemed necessary to properly maintain and restore the COLT in a timely matter as determined by the LA-RICS Authority. Training will include use of the live COLT.
- 19.32 The training program shall include but not be limited to the course modules presented below and others as deemed appropriate by the Contractor:
  - 19.32.1 COLT Overview;
  - 19.32.2 COLT infrastructure and ancillary equipment operation and maintenance (including equipment for environmental control system, backup power system, fuel monitoring system, and FAA obstruction lighting control).
  - 19.32.3 Component Provisioning
  - 19.32.4 eNodeB Field Maintenance;



- 19.32.5 COLT Systems Operations (Fault management, hardware/software management, performance management, configuration);
- 19.32.6 Troubleshooting failures;
- 19.32.7 Performance Management and Troubleshooting Performance Issues (including database consistency checks);
- 19.32.8 Course Materials: The Contractor will provide hard copy and soft copy course materials in sufficient quantities to satisfy participant requirements.
- 19.32.9 The LA-RICS Authority and/or User Agency may video tape training session and post such training video, together with softcopies of the training on LA-RICS Authority and LA-RICS Authority Member web sites for use of personnel. Personnel will be authorized to download and make personal copies of these materials.
- 19.32.10 Certification Program: The Contractor will provide certification of course completion to all course participants. A formal Certification Program will be established for LA-RICS Authority personnel to achieve sufficient skills and expertise to fully maintain the COLT.
- 19.32.11 Technician Training: The Contractor will train ten (10) Authority technicians on eNodeB, System Management and other key COLT Components, Subsystems and other COLT elements to a level of quality and certification the Contractor would require for its own technicians.

## **20 Schedule**

Acceptance testing, deployment testing, training and delivered documentation shall be completed between 120 and 180 calendar days after contract award, or a date specified by the LA-RICS Authority.



**Los Angeles  
Regional Interoperable Communications System**

# **Cell on Pickup Truck (COPT) Specifications**

CELL ON PICKUP TRUCK SPECIFICATIONS

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## **1 Special Instructions**

- 1.1 The Contractor shall guarantee the per-unit contract price(s) pursuant to Exhibit B (Pricing Schedule) for a period of twenty-four (24) calendar months from the Effective Date of the Contract. The Contractor shall allow the same price(s) to a requesting LA-RICS Authority Member Agency.
- 1.2 The delivery date of the completed unit(s), shall not exceed 160 days from the Effective Date or date agreed upon by the Contractor and the LA-RICS Authority and/or LA-RICS Authority Member Agency (collectively, "User Agency").

## **2 Warranty**

- 2.1 The Contractor shall provide a minimum warranty of five (5) year/100,000 mile unconditional warranty for the entire COPT (including vehicle and all specialty equipment), barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. or, the original equipment manufacturer's warranty, whichever is greater.
- 2.2 The vehicle warranty work will be performed at a dealership in Los Angeles County (County).
- 2.3 Warranty period will start on the day the COPT is put into service by the User Agency, not the day of COPT delivery. Delayed warranty start not to be more than six (6) months from COPT final delivery date.
- 2.4 Use of other than original equipment parts will not void warranty.
- 2.5 Warranty card to be delivered to User Agency.
- 2.6 All COPT components substituted or changed upon Effective Date, and any component deviations initiated at the discretion of COPT manufacturer shall be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the COPT is put into service by User Agency.

## **3 Emission Standards**

- 3.1 Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Safety Standards will be included in the COPT.
- 3.2 COPT shall comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

## **4 General Specifications and Standards**

- 4.1 All equipment furnished will be subject to the approval of the User Agency.
- 4.2 The vehicle's body, finish, and fittings shall be the latest model. The vehicle provided shall be new and not have been used in a demonstration or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
- 4.3 Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they shall be of equal or better quality and shall be approved by User Agency.
- 4.4 All deviations or component changes shall be approved by the User Agency.
- 4.5 One (1) copy of the Maintenance Service Manual including electrical wiring diagrams shall be furnished by Contractor within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all technical bulletins pertaining to selected COPT shall be provided in a timely manner.
- 4.6 Contractor shall furnish a Bill of Sale and title for the vehicle in the name of:

**Los Angeles Regional Interoperable  
Communication System (LA-RICS) Authority  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754**

- 4.7 Contractor shall provide bill of sale and title within fifteen (15) days verification of order. Verification is to be forwarded to the Contract Manager/Fleet Manager/equivalent of User Agency and LA-RICS Authority.
- 4.8 Contractor to furnish invoice at time of delivery for each COPT received by User Agency.

## **5 Delivery**

- 5.1 COPT Vehicles will have the Contractor preparation service work, normally performed by the Contractor, completed before delivery.
- 5.2 Contractor preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the Contractor's name or company information.

- 5.3 The final delivery date of the complete order of COPTs may not be later than 160 calendar days after contract award, or a date agreed upon between the Contractor and the LA-RICS Authority.
- 5.4 COPTs, upon acceptance test by the User Agency, shall be ready for service at the time of final delivery date.
- 5.5 COPTs shall be delivered clean, with a full tank of fuel, and batteries full and ready for immediate operation.
- 5.6 User Agency personnel shall inspect all vehicles for compliance with these COPT Specifications. If defects are found requiring correction, it shall be the Contractor's responsibility to make the correction and return the COPT, accessory, or part back to the User Agency for inspection. All transportation to and from the designated delivery location shall be the responsibility of the Contractor until the vehicles are accepted by User Agency.
- 5.7 All vehicles shall be delivered to a location designated by User Agency at the date and time agreed upon by the Contractor and User Agency.

## **6 Compliance with Codes and Statutes**

- 6.1 The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act, and applicable NFPA requirements.
- 6.2 THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.
- 6.3 It is the sole responsibility of the Contractor to advise the LA-RICS Authority and/or User Agency in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.
- 6.4 The Contractor shall secure all approvals, certifications and inspections from appropriate State and local authorities. Before the delivery of the vehicle the Contractor shall provide relevant paperwork demonstrating the vehicle is in road-worthy and safe driving condition and meets all legal requirements to be driven on California roads.

## **7 Intent of Specifications**

- 7.1 It is the intent of these specifications to obtain a Cell On Pickup Truck (COPT) and related equipment that shall meet the construction and performance requirements reflected herein.
- 7.2 These specifications are intended to describe the type, size, and quality of the COPT and related equipment desired and to cover the furnishing and delivery to the User Agency of complete apparatus equipped as hereinafter specified.
- 7.3 Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, effectiveness, durability, and safety in place of those prescribed by these specifications.
- 7.4 Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

## **8 General Technical Specifications**

- 8.1 Contractor shall provide a pickup truck vehicle and other components that are part of the COPT no later than 160 calendar days after contract award, or a date specified by the User Agency.
- 8.2 The COPT will be capable of providing secure and reliable connectivity between a compatible FirstNet Ready device provisioned with a FirstNet SIM and the AT&T/FirstNet network infrastructure.
- 8.3 Contractor shall be responsible for providing all COPT components required for a fully operational Long Term Evolution (LTE) coverage extension of the AT&T/FirstNet network except those components listed in Attachment A (FRMZ Components), and in the case of the FRMZ Components, Contractor shall be responsible for providing a vehicle host system capable of structurally containing those components, powering those components, and providing an environment that assures the continued operations of those components.
- 8.4 Contractor shall be responsible for all the tasks identified in these specifications such that the COPT System meets all the objectives outlined in Section 10, COPT Objectives, and satisfy all functional, performance, and scope of work elements in these COPT Specifications. All components provided by the Contractor, except the vehicle are referred in these COPT Specifications as COPT Support System. The vehicle, the COPT Support System, and FRMZ Components, together form the COPT System.

- 8.5 The LA-RICS Authority and/or User Agency endeavors to complete its final design review of the COPT to ensure that the vehicle, components, etc. adhere to the LA-RICS Authority's requirements within seven (7) days from the date of submission of the final COPT design.
- 8.6 Contractor shall include all user manuals, as-built documentation, and any other requested documentation at the time of initial vehicle delivery. The documentation includes one hard copy and one soft copy in PDF provided by the Contractor on a USB drive no later than seven (7) days from the Effective Date or a date specified by the LA-RICS Authority and/or the User Agency. Should the LA-RICS Authority instruct the Contractor to perform additional work on the COPT, Contractor shall provide updated literature to contemplate the additional work to the LA-RICS Authority and/or User Agency within seven (7) calendar days of the work requested.
- 8.7 If there is a conflict between codes, ordinance, regulations, standards, and these COPT Specifications, the most stringent requirement will govern. If there is a conflict within this COPT Specification, the most stringent requirement will govern.

## **9 COPT Objectives**

- 9.1 COPT will connect to FirstNet/AT&T core from any location in Los Angeles County (e.g., Angeles National Forest, Rancho Palos Verdes, etc).
- 9.2 COPT shall be capable of travel on any passable road within L.A. County. It shall be capable of off-road travel on dirt and gravel roads. It shall be capable of operating on roads eleven (11) feet in width or wider. All COPT systems and Components shall be capable of continued and sustained operation following travel on such roads.
- 9.3 The maneuverability of the COPT shall exceed a comparably sized van and have a short wheelbase and tight turning radius without affecting the stability of the COPT.
- 9.4 COPT shall be drivable with basic Class C driver's license.
- 9.5 COPT shall be able to support emergency response deployments with the following:
  - 9.5.1 Quick setup time with the ability to fully deploy the COPT with LTE service in 30 minutes.
  - 9.5.2 Non or minimal technical knowledge required to setup COPT.
  - 9.5.3 Auto aligning satellite capability to connect the COPT to the FirstNet Evolved Packet Core.



- 9.5.4 Weight distribution and outrigger/stabilizing struts to ensure stability of the COPT while mast is deployed
- 9.5.5 Pneumatic Mast deployment supporting variable deployment heights but with a maximum height that shall be no less than 30 feet without guy wires.
- 9.5.6 Mast attachable antenna mount for ease of deployment of multiple types of antennas.
- 9.6 All COPT System Components will be new and unused at the time of installation.
- 9.7 Firmware and software will be the same for all like devices at the time of Final COPT System Acceptance.
- 9.8 All COPT System Components will be of current design and manufacture. The COPT System will not contain any Components not in current production or that is scheduled for discontinuance within five (5) years of the date of Effective Date.
- 9.9 All software licenses will be a one-time cost.

## **10 COPT Vehicle Specifications**

- 10.1 Turning capability
  - 10.1.1 The COPTs turning capability will be equipped with an applicable factory steering assist system.
  - 10.1.2 The wheel base will be short enough to ensure appropriate turning radiuses. Vehicle length shall be documented to show that turning radius is sufficient to maneuver the vehicle in most tight turning environments so that turning radius is shorter than the overall length of vehicle.
- 10.2 Vehicle Carrying capacity:
  - 10.2.1 The weight rating of the vehicle shall be no less than the rating required for the vehicle to support 110% of the net weight of all equipment necessary to achieve the vehicle performance requirements herein, or 23,500 lbs. gross vehicle weight rating (GVWR), whichever is greater.
  - 10.2.2 The vehicle shall be able to contain all LTE and microwave cabinets, generator, battery backup systems, and any other equipment required by the COPT System.

- 10.2.3 Contractor shall indicate the vehicle's gross combination weight rating (GCWR) and the excess carrying capacity that can be used by the future growth.
- 10.2.4 The COPT suspension system shall be capable of supporting the vehicle and payload within the GVWR and GCWR ratings.
- 10.2.5 Suspension system ratings shall be provided to ensure compliance with GVWR and GCWR ratings.
- 10.2.6 Front and rear axle ratings shall be provided to ensure compliance with the GVWR and GCWR ratings.
- 10.2.7 The maximum overall height of the vehicle, including all apparatus, while the vehicle is in motion, shall not exceed thirteen (13) feet.
- 10.2.8 The vehicle shall have an extended cab with bench seating.
- 10.3 Engine
  - 10.3.1 The COPT vehicle engine will be equipped with at least a Turbo Diesel rated at least 350hp @ 2,700 rpm and 700 lb.-ft of Torque @ 1,600 rpm. The engine shall be sized to ensure the vehicle can support all COPT equipment and achieve all performance requirements.
  - 10.3.2 The COPT engine compartment shall employ a heavy-duty cooling system for the engine systems.
  - 10.3.3 The COPT vehicle shall also have a minimum of 800 Watt engine block heater.
- 10.4 Transmission System
  - 10.4.1 The COPT VEHICLE transmission systems will have at least a 6-speeds with double overdrive and a heavy-duty automatic transmission. COPT shall include the following:
    - 10.4.1.1 Front Axle shall be Dana Spicer D-800N, I-Beam Type, 8,000-lb Capacity
    - 10.4.1.2 Rear Axle shall be Dana Spicer S16-130 with Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
  - 10.4.2 The COPT VEHICLE transmission systems shall have a 4-wheel drive high/low range select shift from the interior of the vehicle.

**10.5 Electrical System**

10.5.1 COPT vehicle shall have an alternator rated at least at 140 Amps.

10.5.2 The COPT vehicle shall have at least 2 Maintenance-Free Batteries or more batteries with CCA (cold cranking amps) at 700 CCA or more

**10.6 Brakes, Suspension, and Wheels**

10.6.1 The COPT VEHICLE brake system shall consist of Bosch Split System with Four-Channel ABS, Traction Control, Hydromax Brake Booster and Master Cylinder. COPT vehicle shall include:

10.6.1.1 Front and rear brake dust shields for Hydraulic Brakes

10.6.1.2 The parking brake shall be Bosch DSSA Type, 12" x 3", footoperated in Cab and differential mounted.

10.6.1.3 Front and rear brakes shall have hydraulic disc and quadraulic four 64mm diameter pistons.

10.6.2 The COPT vehicle shall two (2) sets of rear wheels.

10.6.3 The COPT vehicle shall have at least 19" heavy duty wheels front and rear.

10.6.4 Front suspension shall have Parabolic Taper Leaf 7,500 lbs. with Shock Absorbers.

10.6.5 Rear suspension shall have Vari-Rate springs with 15,500 lb. capacity.

**10.7 Tires**

10.7.1 The COPT vehicle tires shall have a radial design.

10.7.2 If feasible, the COPT vehicle tire type shall be run flat.

10.7.3 COPT vehicle shall have two (2) front tires: Load Range H On/Off Road, 649 rev/mile, 75 MPH, All Position

10.7.4 COPT vehicle shall have four (4) rear tires: Load Range H On/Off Road, 649 rev/mile, 75 MPH, All Position

10.7.5 The COPT vehicle tires shall be suitable for all weather conditions including for use on non-paved roads for the full Net Vehicle System weight.

- 10.7.6 The COPT vehicle shall be provided with four-wheel chocks.
- 10.7.7 Contractor shall provide a matching spare wheel and full size tire and an interior spare tire mount.
- 10.8 Interior Features: The COPT shall have the following interior features:
  - 10.8.1 Power steering
  - 10.8.2 Power disk brakes
  - 10.8.3 Four-wheel ABS
  - 10.8.4 Parking brake
  - 10.8.5 Air Conditioning
  - 10.8.6 AM/FM radio
  - 10.8.7 Integrated Bluetooth and steering wheel audio control
  - 10.8.8 Tilt and telescopic Steering wheel
  - 10.8.9 Rear-View Camera and Backup Sensor
  - 10.8.10 LCD display
  - 10.8.11 Back-up Alarm
  - 10.8.12 Power Windows
  - 10.8.13 Durable, easy to clean and comfortable seating
- 10.9 Bed Frame
  - 10.9.1 The COPT vehicle shall have a bed frame that will accommodate all Contractor-provided equipment cabinets and other required components.
- 10.10 Exterior features
  - 10.10.1 Any COPT exterior surface, including cabinets or storage boxes should be galvanized, painted, or otherwise protected from the weather and corrosion protection.
  - 10.10.2 All attaching hardware shall be stainless steel unless otherwise specified by the User Agency.

- 10.10.3 The COPT shall have external LED lighting around the perimeter of the vehicle, capable of illuminating up to 25 feet away from the COPT. The top of the vehicle shall also be lighted such that any work can be performed on the mast at night.
- 10.10.4 The COPT shall meet Federal Motor Carrier Safety Administration's (FMCSA's) conspicuity markings for commercial motor vehicles
- 10.10.5 Bumpers shall be constructed of metal, attached to vehicle frame, bumper shall be strong enough to push a disabled vehicle without bending.

#### 10.11 Outriggers and COPT Stabilization

- 10.11.1 The COPT shall have stabilizing outriggers that support the 110% of the weight of the COPT System under stressed load conditions, including 60 mph winds.
- 10.11.2 The COPT shall have a red indicator light in the tractor cab overhead and an audible warning in the cab whenever the outriggers are not stowed and the parking brakes are released.
- 10.11.3 The COPT shall have a fully automatic hydraulic vehicle leveling system.
- 10.11.4 The COPT shall have an outrigger leveling system.
- 10.11.5 The COPT shall have multiple position outriggers.
- 10.11.6 The COPT shall have four (4) outrigger Jacks and four (4) 18" x 18" x 1" Jack Pads with handles.

### 11 COPT Enclosure

- 11.1 The COPT enclosure shall be NEMA 3R compliant and shall open from the sides of the vehicle.
- 11.2 The Contractor shall provide 19" equipment 4-post racks that are sized to house the equipment provided by the Contractor and by AT&T as well as appropriately sized racks to house batteries. The racks shall have appropriate bracing for mobile off-road environment.
- 11.3 The Contractor shall provide at least 2U of 19" rack space for future equipment growth.
- 11.4 The roof of the equipment enclosure shall be capable of supporting the weight of one (1) satellite antenna dish provided by the Contractor.

- 12.5 The COPT shall have a storage cabinet, capable to contain three (3) omnidirectional antennas. Antennas shall be five (5) feet long or less.
- 11.6 The Contractor shall provide and install roof mounted antennas and Radio Frequency (RF) cables for use with wireless routers to be provided by the LA-RICS Authority and/or the User Agency. The antennas shall be provided in two (2) separate radomes with each radome providing antennas that support the bands specified in Sections 11.6.1, 11.6.2, 11.6.3, and 11.6.4, and with each having its own cable ending with a SMA male connector that will be routed from the roof to inside the equipment enclosure with three feet of excess length inside the enclosure. The two (2) radomes will be installed in a way to maximize their separation to maximize MIMO performance. Within each radome, the antennas shall have sufficient isolation and out-of-band rejection to ensure proper operation of 4G/5G, Wi-Fi, and positioning technologies. Each of the two radomes shall include a minimum of :
- 11.6.1 Two (2) antennas each covering all 3GPP defined LTE bands, including those between 600 MHz and 3,800 MHz
- 11.6.2 One (1) antenna covering GPS and GNSS bands, 1565 to 1608 MHz
- 11.6.3 Two (2) Wi-Fi bands at 2.4 GHz, 4.9 GHz, and 5.8 GHz (2,400 to 2,500 and 4,900 to 5,900 MHz) one of these antennas will be vertically polarized, and the other will be horizontally polarized
- 11.6.4 The COPT shall have external penetration for future installation of three (3) cables, ½" in size.

## **12 COPT Equipment**

- 12.1 Heating, Ventilation, and Air Conditioning (HVAC)
- 12.2 The COPT enclosure shall be climatized by an automated, temperature and humidity-controlled HVAC system according to the specifications of all components within the enclosure plus an additional 10,000 BTU/hr additional heat and while keeping the enclosure within the temperature and humidity levels of all electrical components.
- 12.3 The HVAC system will be rated for heavy duty, continuous operation.
- 12.4 The HVAC system will be designed and implemented to optimize air distribution and circulation throughout the COPT enclosure.
- 12.5 Grounding
- 12.5.1 The COPT shall comply with all grounding requirements as applicable,

12.5.2 The COPT shall have a Main Ground Bar (Exterior)

12.5.3 The COPT shall have an Equipment Ground Bar (Interior)

12.6 Telecom Panel

12.6.1 The COPT shall have weather proof Telco panel that is pretreated with fire stop.

12.7 Power

12.7.1 The COPT shall have both weatherproof internal and external GFI service receptacles.

12.7.2 The COPT shall have weather proof lighting with emergency backup ballast to light the infrastructure portions of the COPT. Each cabinet shall have interior LED 600 Lumens light with auto on/off.

12.7.3 The COPT shall have a weather proof AC Distribution Panel capable to support all equipment that requires AC power. 3-Wire Distribution Panel and be weather proof.

12.7.4 The COPT shall have Automatic Transfer Switch:

12.7.5 The COPT AC Distribution Panel shall have NEMA 3R Enclosure.

12.7.6 The COPT AC Distribution Panel shall have Surge Protection with Alarm.

12.7.7 The COPT AC Distribution Panel shall have Cam Lock Connections for Alternate Source.

12.7.8 Contractor shall provide at least two 40' or more shore power cables with Cam-locks.

12.7.9 Generator and Fuel Tank

12.7.9.1 The COPT shall have a generator and fuel tank sized to provide at least 48 hours of operation at full rated load, 100% duty.

12.7.9.2 Generator shall support both 120V and 240V at 80 amps.

12.7.9.3 The COPT generator shall have an auto start and hour meter.

- 12.7.9.4 The COPT generator shall be in an integrated sound attenuated enclosure.
- 12.7.9.5 The COPT generator shall have a dedicated fuel tank.
- 12.7.9.6 The outlet from the tank shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.
- 12.7.9.7 Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.
- 12.7.9.8 The tank has a tank filler that extends sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement fuel caps shall be readily available through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless-steel fuel tank fill doors shall be provided.
- 12.7.9.9 The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Contractor shall provide the sump with a readily accessible 3/4" brass drain plug.
- 12.7.9.10 The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs.
- 12.7.9.11 Generator exhaust shall be routed outside of the COPT enclosure and high enough such that personnel working around the vehicle will not be exposed to exhaust.
- 12.7.9.12 The COPT generator shall have access to vehicle fuel tank as ancillary fuel feed.



- 12.7.9.13 The COPT shall have an exterior generator plug for an ancillary generator.
- 12.7.9.14 The COPT shall have a generator tank fueling neck.
- 12.7.9.15 The COPT shall have an automatic transfer switch. The transfer switch will automatically switch between generator and shore power with a preference for shore power.
- 12.7.9.16 The automatic transfer switch will only be utilized if shore power is connected. The ATS will detect loss of commercial power and will automatically start the generator and switch to generator power.
- 12.7.9.17 The generator will be equipped with an LCD controller, and 25% and 50% alarm stem.

#### 12.7.10 Power System

- 12.7.10.1 The Power System shall be capable of providing power to all specialty components (outside of the 12 VDC power systems for the base vehicle operation) from any of the three following sources: shore, generator, or battery.
- 12.7.10.2 The power system shall convert between AC and DC to accommodate the power requirements of each component. As such, the power system shall include at least one (1) inverter that converts -48 VDC (battery power) to 120 VAC and at least two rectifiers (with one hot standby spare) capable of converting 120 VAC to -48 VDC (shore or generator power).
- 12.7.10.3 The power system shall support all components identified throughout this specification (including third party provided LTE and related equipment) and an additional growth of 1 kW AC and 1 kWDC.
- 12.7.10.4 The rectifiers and inverters shall be capable of achieving their respective loads of all components identified in these specifications plus the growth requirements of 12.7.10.3.

12.7.11 Breakers and Fuses: The COPT POWER System shall have at least the following Breakers and Fuses

12.7.11.1 AC Breakers: Three 50A, Three 30A, Three 20A, Three 10A

12.7.11.2 AC Breaker Spares: (1) 10A, (1) 20A, (1) 30A, (1) 50A

12.7.11.3 Fuses: provide appropriate fuses for each component

#### 12.7.12 Batteries

12.7.12.1 The COPT power system shall have battery capacity sufficient to maintain full-load COPT operation (for all AC and DC powered components) for two (2) hours, or 8,000 KWh, whichever is higher.

#### 12.8 Alarm Panel (No Current Dry Contacts)

12.8.1 The COPT shall have an alarm panel and support external contact closures for at least the following items:

12.8.1.1 Smoke Alarm

12.8.1.2 Intrusion Alarm

12.8.1.3 Hi & Low Temperature Alarms

12.8.2 Alarms shall be audible and alarm sound and volume shall be configurable per alarm type.

#### 12.9 Equipment Enclosure:

12.9.1 The COPT cabinet shall be UL® Listed NEMA 3R rated weather proof communications cabinet.

12.9.2 The COPT shall have a floor tray style cabling rack.

12.9.3 The COPT shall have a subfloor mounted cabling trays if required under the raised floor.

12.9.4 All COPT interior cabling shall be dressed using cable tie strings.

12.9.5 The COPT will have two (2) separate storage cabinets to store documents and tools. Each cabinet shall be no less than 30" H x 24"D x 15"W.

#### 12.10 Electronics

12.10.1 Contractor shall provide and securely fasten on a rack shelf inside the COPT enclosure one (1) satellite equipment controller, and one (1) BUC power supply corresponding to the Contractor-provided

Model 1278 Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna.

- 12.10.2 Contractor shall also securely install AT&T provided FRMZ Components.

### **13 Backhaul**

#### **13.1 Fiber**

- 13.1.1 The COPT shall have a fiber patch panel.
- 13.1.2 The external fiber patch panel shall be connected with optical fiber to the equipment enclosure space.
- 13.1.3 The COPT shall include an external storage space for a minimum of 300 feet of optical fiber cable for connection to an external fiber service.
- 13.1.4 The COPT shall have a minimum of 300 feet of single mode optical fiber.
  - 13.1.4.1 The 300' fiber cable shall be single mode fiber pair with appropriate connectors to match the patch panel provided.
  - 13.1.4.2 OS2 LC LC AnyAngle Fiber Patch Cables or similar - Plenum Duplex Single-Mode Fiber Jumper with Corning 9/125um core/cladding. AnyAngle flexible boot bends and stays in any direction up to 90 degrees. Plenum OFNP, water and UV resistant, yellow, 2.0mm fiber patch cable. Reliable 1/10/40/100 Gigabit Singlemode cable.
  - 13.1.4.3 OS2 LC LC Armored Fiber Patch Cables or similar - Duplex LC to LC Singlemode 9/125 jumper cord. Terminated with small form factor (SFF) ceramic ferrule LC-LC patch connectors with lc duplex clips included. A single-mode fiber patch cable for durable, reliable and fast data transmission. Inside the crush resistant armor wrap is an OFNR, yellow colored, 2.0mm outer diameter, PVC fiber jumper with zip-cord.
  - 13.1.4.4 Fiber Jumpers required for FRMZ Components and services will be specified by AT&T.
  - 13.1.4.5 Ten (10) fiber cables of varying lengths from 2 ft to 20 ft fiber patch cords.

## 13.2 Satellite

### 13.2.1 Contractor shall provide and install:

- 13.2.1.1 Satellite Model AvL 1278 Ku-Band Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna on top of the COPT enclosure.
  - 13.2.1.2 AvL ACU AAQ satellite antenna controller with one button auto-acquisition of selected satellite, mounted on a rack inside the shelter
  - 13.2.1.3 AVL 1RU 55W 48V BUC Power Supply
  - 13.2.1.4 The satellite dish shall be connected to the electronics located via a patch panel (Roxtec port or similar), such that the dish can be easily removed from the top of the vehicle when necessary
- 13.2.2 The satellite antenna shall be installed in a location that provides a 360-degree clear view of the geostationary satellites without obstruction from the COPT components.
- 13.2.3 The satellite antenna shall be equipped with an auto-alignment capability that is capable of positioning the satellite antenna based on signal levels to within 0.1 degree of accuracy.

## 14 Mast

### 14.1 Pneumatic Mast

- 14.1.1 COPT shall have at least a 30-foot pneumatic heavy-duty mast that has a locking collars, rotating base, with an overall load capacity of all mast based components but no less than 300-lb.
- 14.1.2 The COPT mast shall be capable of sustaining winds in excess of 100 mph (including all mast based components).
- 14.1.3 The COPT mast assembly will also contain a complete guy system/kit for use in high winds and other required mast stabilizing situations.
- 14.1.4 The mast will be made of stainless-steel hardware to ensure protection from corrosion.
- 14.1.5 Contractor shall provide the mast with a warning system that automatically activates a 3/4" minimum flashing red light when the vehicle ignition is in the "ON" position and the mast is not fully

retracted. The system shall activate a 120 dB buzzer when the ignition is in the "ON" position and the parking brakes are released.

14.1.6 Contractor shall also provide a high voltage, electromagnetic and electrostatic field detection system to automatically stop mast extension when it senses overhead powerline with "look-up" light and other capabilities and performance equivalent or better than the Will-Burt D-TEC Safety System.

14.1.7 Contractor shall provide and install a L-810 LED tower obstruction light system on the antenna mounting system that complies with Federal Aviation Administration (FAA) regulations. Obstruction light system will include power cables interconnected with the COPT power system. Power cable associated with the obstruction light shall be permanently installed as coiled hose that compactly retracts around nested mast and neatly fits around extended mast.

14.1.8 Contractor shall provide a bottle of mast lubricant, 16 ounces or more

#### 14.2 Mast Antenna Mounting System

14.2.1 The mast will have an antenna removal connector section that allows a single sector antenna mounting system to be easily attached and detached from the mast.

14.2.2 This functional antenna connector will also employ a simple methodology to change mast antennas (easily deployable and changeable).

14.2.3 The mast and all its loading, including antenna attachments, and cables, shall be able to withstand wind speeds of 100 mph or higher.

#### 14.3 Mast Air Compressor

14.3.1 The mast air compressor system shall have all the appropriate gauges, controls, check valves and pressure switches to ensure error free deployment and retraction of the mast.

#### 14.4 Mast Weather Protection

14.4.1 The mast shall also have a protective weather cover, installation and operation manual and any other protective accessories to ensure the proper care and functioning of the mast.

14.4.2 The COPT shall have a mast valve control labels.

14.4.3 The COPT shall have mast drain labels at base of mast.

14.4.4 The COPT shall have mast air controls on the roof.

#### 14.5 Mast Based Components

14.5.1 Contractor shall provide and install antennas, cables, and connectors as follows:

14.5.1.1 LTE Antennas: Two (2) CommScope DB583E-SN omnidirectional antennas or similar.

14.5.1.2 Coaxial cables that connect with mast-top installed antennas with RF equipment in the Equipment Enclosure shall be ½" waveguide (LMR-400 or better) and terminated with 7/16" Din Bulkhead Connectors with Weather Caps connectors in the Equipment Enclosure.

14.5.2 In addition, Contractor shall dimension the mast loading to allow future equipment as required by the system growth:

14.5.2.1 One (1) omnidirectional transmit/receive antenna, 3 to 4 feet long, with up to three (3) inches diameter, weight up to four (4) lbs and wind loading area of 0.4ft<sup>2</sup>.

14.5.2.2 Three (3) RF cables, ½" superflex (LMR-400 or better)

14.5.2.3 All cables with connected antennas shall achieve a minimum 20 dB return loss and Passive Intermodulation (PIM) of -140dBc

### 15 Exterior Cable Connections

#### 15.1 Mast RF Cable Connections

##### 15.1.1 Radio Cable Connectors Options

###### 15.1.1.1 Enclosure housed RF equipment

The COPT shall have an external weatherproof bulkhead RF Cable connector cabinet wave guide entry that enables adding RF cables from equipment enclosure to tower antennas to complete connection to enclosure internal eNodeB (and other) equipment. The COPT shall have at least 9 to 12 weather-proof bulkhead RF Jacks with covers.

**15.1.1.2 Externally mounted RF equipment**

The COPT shall have at least 3 weather-proof bulkhead Fiber Connectors enabling connection to tower mounted RF equipment to enclosure telecommunications equipment.

**15.2 Shore Power**

15.2.1 The COPT shall have an external weatherproof bulkhead power connector cabinet.

15.2.2 All external outlets shall have Woodhead/FD outlet boxes with Woodhead Watertite #65W47 single flip lids and NEMA L515 female receptacles or equal.

15.2.3 All watertite plugs and connectors shall meet NEMA Type 4X requirements when properly mated to its corresponding watertite component.

15.2.4 Mounting locations and installation of 110 VAC related components to be determined and approved by the LA-RICS Authority during design review.

15.2.5 The COPT shall have at least 1 external generator weather-proof bulkhead connection jack.

**15.3 Backhaul**

15.3.1 The COPT shall have an external weatherproof bulkhead connector cabinet.

15.3.2 The COPT shall have at least 8 RJ45 weather-proof bulkhead jacks.

15.3.3 The COPT shall have at least 2 Fiber connection weather-proof bulkhead jacks.

**16 Monitoring System**

16.1 Contractor shall provide a monitoring system that will have both local and remote operational status monitoring and local and remote management capabilities.

16.2 The monitoring system shall have the storage capacity to retain locally at least six (6) months of alarmed events and user activity logs

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- 16.3 The COPT enclosure will contain a monitoring system server that can be connected externally to a screen, a keyboard, and a PC mouse.
  - 16.4 The monitoring system will include visual and audible alarm, features to immediately notify COPT maintenance personnel when a condition occurs.
  - 16.5 Contractor will install an anemometer on the mast that will be connected to the Monitoring Subsystem and will send alarms when wind speed exceeds 40 miles per hour
  - 16.6 The monitoring system will provide Key Performance Indicators (KPIs) of the eNodeB the Satellite modem, and any electronic equipment that supports Simple Network Management Protocol(SNMP).
  - 16.7 At a minimum, the Monitoring System will monitor and report the following:
    - 16.7.1 Smoke and/or fire alarms;
    - 16.7.2 Indoor temperature and alarms;
    - 16.7.3 Outdoor temperature;
    - 16.7.4 HVAC alarms;
    - 16.7.5 Cabinet intrusion;
    - 16.7.6 Exterior motion detector alarms;
    - 16.7.7 Interconnect equipment;
    - 16.7.8 Low/High battery voltage for each battery;
    - 16.7.9 Rectifier/inverter failure;
    - 16.7.10 High/low battery temperature for each battery;
    - 16.7.11 Low/high -48 VDC;
    - 16.7.12 All rectifier alarms;
    - 16.7.13 Low/high temperature of the -48 VDC system;
    - 16.7.14 Generator fuel level;
    - 16.7.15 Generator low fuel alarms;
    - 16.7.16 Generator fuel overfill alarms;
    - 16.7.17 Generator battery alarms;



- 16.7.18 Generator online alarms;
- 16.7.19 Generator high temperature alarms;
- 16.7.20 Generator over crank alarms;
- 16.7.21 Generator over speed alarms;
- 16.7.22 Generator low oil alarms;
- 16.7.23 Generator transfer switch status;
- 16.7.24 And other applicable generator alarms provided by generator manufacturer;
- 16.7.25 AC surge suppression alarm indication;
- 16.7.26 Voltage Standing Wave Ratio (VSWR) on output of the combining system;

## **17 Additional COPT Requirements**

- 17.1 The COPT shall have at least six (6) safety cones.
- 17.2 The COPT shall have at least one (1) tool kit.
- 17.3 The COPT shall have at least two (2) fire extinguishers.
- 17.4 The COPT shall have at least one (1) eye wash kit.
- 17.5 The COPT shall have at least one (1) first aid kit.
- 17.6 The COPT shall have at least one (1) CO2 Sensor.
- 17.7 The COPT shall have at least one (1) grounding kit.
- 17.8 The COPT shall have at least two (2) safety vests [one (1) medium size and one (1) large size].
- 17.9 The COPT shall have at least two (2) battery rechargeable flashlights, one (1) pick and one (1) shovel.
- 17.10 The COPT shall have at least one (1) full set of instruction/operations manual including wiring & plumbing schematics, dimensional overviews, guying footprint and component warranty information.

## 18 COPT Functional Testing and Acceptance

A test plan shall be developed by the Contractor and approved by the LA-RICS Authority to test all the major functions and components of the COPT to ensure proper functionality and adherence to all specified requirements and regulations either written or implied. The test plan shall be submitted to the Authority for review and approval at least 30 days before the beginning of the acceptance tests. The following list are the minimum required major functional and component tests to be developed and approved. All other items that have to meet specific requirements and local, state, or federal regulations must also be tested or show documented proof of certified test completions and adherence to those regulations.

All COPT tests shall be witnessed by LA-RICS Authority, any of its designated agents, and/or User Agency personnel. LA-RICS Authority shall be notified a minimum of twenty-one (21) calendar days in advance of these tests and shall coordinate with the Contractor to determine the appropriate date, time, and location for the tests to be conducted. The Contractor shall operate the COPT throughout all tests. The Contractor shall provide all raw test results and test summaries in its provided documentation to the LA-RICS Authority within one (1) week of test completion by the Contractor.

### 18.1 Component Functional Testing

Component Functional Testing shall demonstrate compliance with all functional specifications in this Appendix B.2(COPT Specifications) . The Contractor shall provide a detailed test plan for each major component that tests its primary functionality and document test past to provide adherence to specifications and regulations and review with LA-RICS Authority for modifications, changes, and approval. Any items not passing these tests will be put onto a completion check list to be followed up on with resolutions and timeframes for those resolutions to be rectified.

#### 18.1.1 COPT Performance Tests

The COPT Performance Test shall test all performance specifications in this Appendix B.2(COPT Specifications) .

#### 18.1.2 Vehicle drive test

An acceptance road test shall be conducted with the COPT loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the COPT shall show no loss of power or overheating. The transmission, drive shaft or shafts and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of COPT.

**18.1.3 Vehicle set up test**

A complete demonstration of how the COPT, mast, satellite dish, network, alarm, and monitoring system operate shall be conducted by the Contractor during the on-site inspection of the completed COPT with the LA-RICS Authority and/or User Agency.

**18.1.4 Mast and Auto-Leveling (Stabilization) Struts Performance Test**

18.1.4.1 A minimum of two (2) operations (raising and lowering the mast and leveling/stabilizing the vehicle) shall be conducted at normal hydraulic operating pressure.

18.1.4.2 The mast and stabilization struts shall be capable of operating continuously (i.e., in a raised mast configuration or in a leveled configuration) for a minimum of twenty-four (24) hours without hydraulic oil overheating.

**18.1.5 Generator, Shore, and Batteries test**

18.1.5.1 The ATS shall be tested to confirm that the generator auto-starts and the vehicle power systems switch to generator power after shore power is lost.

18.1.5.2 The ATS shall be tested to confirm that the generator turns off and the vehicle power systems switch to shore power after shore power is restored.

18.1.5.3 The generator will be tested for manual turn-on and shut-off under a full load.

18.1.5.4 The power system will be tested to ensure the battery backup supplies power to all systems in the event of loss of generator and shore power for a minimum of 30 continuous minutes.

18.1.6 Passive InterModulation (PIM) and Sweep test: The lines and antennas will be tested for PIM and return loss on all RF lines and connectors with supplied antennas attached and achieve the performance specifications.

**18.1.7 Satellite connectivity test**

The satellite system will be tested for connectivity to the satellite network and verify throughput, Committed Information Rate (CIR) and Grade of Service (GoS).

**18.1.8 eNodeB and Connectivity Test to AT&T FirstNet FRMZ**

The eNodeB will be tested and connectivity will be verified between a test mobile unit and the FirstNet Core. Contractor to provide supporting documentation of verified connectivity, throughput to multiple endpoint destinations.

**18.1.9 Coverage test**

The mast will be deployed with antenna attached in flat uncluttered environment and a drive test will verify coverage. Resulting coverage test plot will be provided to the LA-RICS Authority.

**18.2 Final acceptance testing**

18.2.1 Final acceptance testing will be complete when all functionality tests are complete with no check list items open and passed. Final acceptance will include all documentation delivered and 100% accurate with no missing information.

18.2.2 In the event the COPT fails to meet the test requirements on first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the first trial. Such trials shall be final and conclusive, and failure to comply with these requirements may be subject to liquidated damages as stipulated in Section 32.0 of the Contract.

**19 Training**

19.1 Contractor shall provide training to the LA-RICS Authority and/or User Agency personnel its authorized personnel and technicians in the operation and maintenance of the COPT

19.2 The training shall be completed not more than three (3) weeks before the deployment tests, unless otherwise agreed upon by the Contractor and the User Agency, so that the deployment tests shall provide hands on experience to the students.

19.3 Contractor shall develop a training package with full curriculum and submit to the LA-RICS Authority for review and approval 30 days after the Effective Date or a date agreed upon by the Contractor and the LA-RICS Authority.

19.4 The Contractor's training package shall include the following:

19.4.1 Suggested number of participants for each class;

19.4.2 The prerequisites for all participants;

- 19.4.3 The length of each class in hours; and
- 19.4.4 The total number of trainer hours proposed.
- 19.5 The Contractor's training package shall describe the type of refresher training recommended (e.g., updated user training, changes to system configuration).
- 19.6 Training materials (both hardcopy and electronic) shall be provided a minimum of three (3) weeks prior to the start of any training course or a date agreed upon by the Contractor and User Agency.
- 19.7 Training materials shall be customizable based on the functionality being sought by the LA-RICS Authority or User Agency.
- 19.8 All training courses shall be scheduled by the Contractor and approved by the LA-RICS Authority and User Agency.
- 19.9 These training requirements are included primarily to provide the LA-RICS Authority and/or User Agency the opportunity to train its end users and technicians in the operation and maintenance of the COPT. However, the Contractor will include any necessary changes that are the result of providing an integrated solution.
- 19.10 The Training will provide a computer database tracking mechanism for the training received by each student. The minimum information tracked shall include students name, agency, type of training and hours of training received, by subject and cumulative training time.
- 19.11 All training will be conducted at a location approved by the LA-RICS Authority and/or User Agency (any training that requires offsite participation shall be specifically noted).
- 19.12 The training will be flexible enough to allow the LA-RICS Authority and/or User Agency to adjust the participants or curriculum to achieve the greatest benefit for the training hours provided. All training shall be conducted as close to "go live" dates as possible, except where noted in the project schedule.
- 19.13 Training materials (both hardcopy and electronic) shall be provided to the LA-RICS Authority and/or User Agency a minimum of three (3) weeks prior to the start of any training course.
- 19.14 The Contractor shall provide train the trainer style training for end users (e.g., Police Officers, Fire Fighters, Dispatchers and Dispatch Supervisors).

- 19.15 A full training curriculum is required for Engineering and Technical personnel. Refresher training is not acceptable for initial COPT introduction.
- 19.16 All training and materials shall be subject to review and approval by the LA-RICS Authority prior to use or distribution by the Contractor.
- 19.17 The Contractor shall recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for COPT system use and maintenance.
- 19.18 The LA-RICS Authority may assist with providing classroom space for training sessions. The Contractor shall be responsible for providing all training courses within these facilities.
- 19.19 The Contractor shall provide all instructional materials, media presentation devices, presentation media, lesson plans, and course instructors.
- 19.20 Student to instructor ratios for all training sessions shall not exceed a ratio of ten (10) students to one (1) instructor unless approved by the LA-RICS Authority and/or User Agency.
- 19.21 In addition to formalized training courses, the Contractor shall list any electronic utilities (e.g., self-guided tutorials) that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities will mirror the installed operations by using live data wherever possible.
- 19.22 All manuals, handouts, and other printed materials used during the training shall become the property of the LA-RICS Authority and/or User Agency .
- 19.23 The LA-RICS Authority shall be granted the right to reproduce unlimited copies of the training materials for use by LA-RICS Authority and/or User Agency.
- 19.24 If any specialized test/diagnostic equipment is required or proposed to support the COPT, the Contractor shall include training for this equipment.
- 19.25 The Contractor shall include hands-on training, which includes simulations of common failures and maintenance processes.
- 19.26 The Contractor shall provide all equipment required for hands-on training.
- 19.27 All courses shall be professionally video recorded by the Contractor and become LA-RICS Authority property for the purpose of refreshment course and/or new training.

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- 19.28 The Contractor will include a training outline and a copy of all the standard documentation (user, administrator, installer guides, etc.) for all components (hardware, firmware, and software) proposed.
- 19.29 Contractor will recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for each class.
- 19.30 Contractor shall provide pricing for additional training as requested by the LA-RICS Authority.
- 19.31 Contractor will provide training program on the basic installation and troubleshooting of the Contractor-provided equipment to include, but not be limited to: COPT overview, individual component troubleshooting and repair at module level, COPT Satellite and antenna alignment and adjustment, COPT component configuration, and preventative maintenance. The Contractor will identify any additional training deemed necessary to properly maintain and restore the COPT in a timely matter as determined by the LA-RICS Authority. Training will include use of the live COPT.
- 19.32 The Training Program shall include but not be limited to the course modules presented below and others as deemed appropriate by the Contractor:
- 19.32.1 COPT Overview;
  - 19.32.2 COPT infrastructure and ancillary equipment operation and maintenance (including equipment for environmental control system, backup power system, fuel monitoring system, and FAA obstruction lighting control).
  - 19.32.3 Component Provisioning
  - 19.32.4 eNodeB Field Maintenance;
  - 19.32.5 COPT Systems Operations (Fault management, hardware/software management, performance management, configuration);
  - 19.32.6 Troubleshooting failures;
  - 19.32.7 Performance Management and Troubleshooting Performance Issues (including database consistency checks);
  - 19.32.8 Course Materials: The Contractor will provide hard copy and soft copy course materials in sufficient quantities to satisfy participant requirements.

- 19.32.9 The LA-RICS Authority may video tape training session and post such training video, together with softcopies of the training on LA-RICS Authority and LA-RICS Authority Member web sites for use of personnel. Personnel will be authorized to download and make personal copies of these materials.
- 19.32.10 Certification Program: The Contractor will provide certification of course completion to all course participants. A formal Certification Program will be established for LA-RICS Authority personnel to achieve sufficient skills and expertise to fully maintain the COPT.
- 19.32.11 Technician Training: The Contractor will train ten (10) Authority technicians on eNodeB, System Management and other key COPT Components, Subsystems and other COPT elements to a level of quality and certification the Contractor would require for its own technicians.

## **20 Schedule**

Acceptance testing, deployment testing, training and delivered documentation shall be completed during the period between 120 and 180 calendar days after contract award, or a date specified by the LA-RICS Authority.



## **APPENDIX C**



### **REQUIRED FORMS**

**FOR**

**LA-RICS AUTHORITY**

**CELL ON LIGHT TRUCKS (COLTS)  
AND  
CELL ON PICKUP TRUCK (COPTS)**

**INVITATION FOR BIDS (IFB)**

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**REQUIRED FORMS EXHIBITS**

**BUSINESS FORMS**

- Exhibit 1** Bidder's Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2** Prospective Contractor References
- Exhibit 3** Prospective Contractor List of Contracts
- Exhibit 4** Prospective Contractor List of Terminated Contracts
- Exhibit 5** Certification of No Conflict of Interest
- Exhibit 6** Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7** Contractor Employee Jury Service Program Certification Form and Application for Exception

**PRICING FORMS**

- Exhibit 8** COLT and COPT Pricing Sheet
- Exhibit 9** Certification of Independent Price Determination and Acknowledgement of IFB Restrictions

**ADDITIONAL BUSINESS FORM**

- Exhibit 10** Certification of Compliance with the County's Defaulted Property Tax Reduction Program

**HUMAN TRAFFICKING**

- Exhibit 11** Zero Tolerance Policy on Human Trafficking Certification

**ADDITIONAL FORMS**

- Exhibit 12** Compliance with Fair Chance Employment Hiring Practices
- Exhibit 13** Bidders COLT and COPT Compliance Matrix

## BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☐ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) \_\_\_\_\_

State \_\_\_\_\_ Year Inc. \_\_\_\_\_

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

If yes, complete:

<u>Name</u>	<u>County of Registration</u>	<u>Year became DBA</u>
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_____	_____	_____
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_____	_____	_____
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4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No

If yes, complete:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☐ No If yes, provide information:

\_\_\_\_\_

\_\_\_\_\_

7. Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Section 1.4 (Bidder's Minimum Requirements) of the Invitation for Bids (IFB), as listed below.

Check the appropriate boxes:

- ☐ **Yes**   ☐ **No** Bidder must have five (5) years' experience, within the last five (5) years, providing Cell on Light Trucks (COLTS) and/or Cell on Pickup Trucks (COPTS) and services equivalent or similar to the Services identified in Appendix B (COLT and COPT Specifications). Bidder shall list its years of experience below:

<b>Years of Experience:</b>	
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- ☐ **Yes**   ☐ **No** Bidder shall meet or exceed all Federal Motor Vehicle Standards (NHTSA) and Federal Motor Vehicle Safety Standards (FMVSS).

- ☐ **Yes**   ☐ **No** Bidder must be able to provide vehicle warranty work at a dealership in Los Angeles County. Bidder shall provide the company and address of the dealership(s) below:

	<b>Cell on Light Truck (COLT)</b>	<b>Cell on Pick Up Truck (COPT)</b>
<b>Dealership Name and Address:</b>		

- ☐ **Yes**   ☐ **No** Bidder must provide technical and support services for all components of the COLTS and COPTS, and/or provide services directly from the original equipment manufacturer to provide comprehensive warranty and support services for the vehicles and their components.

- ☐ **Yes**   ☐ **No** Bidder must have and maintain a sales office located in the United States of America. Bidder shall provide the address of its company sales office below:

<b>Sales Office Address:</b>	
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- ☐ **Yes**   ☐ **No** Bidder must provide preliminary vehicle design(s) for the COLT and COPT with its Bid that would provide the LA-RICS Authority with a general understanding of how the Bidder intends to provide and outfit a COLT for Authority and/or Authority Member use. If the preliminary design identifies any non-compliance with any mandatory requirements pursuant to Appendix C (Exhibit 13 – COLT and COPT Compliance Matrix), the LA-RICS Authority reserves the right to eliminate the Bidder from further consideration.

- ☐ **Yes**   ☐ **No** Bidder shall submit detailed literature as specified in Section 2.8.4 (COLT and COPT Design and Literature (Section C)) regarding the COLT and COPT vehicles it is submitting a bid for.

**I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

<b>BIDDER NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>
<b>ADDRESS:</b>		
<b>PHONE NUMBER:</b>	<b>E-MAIL:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>		<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>
<b>BIDDER OFFICIAL NAME AND TITLE (PRINT):</b>		
<b>SIGNATURE</b>		<b>DATE</b>

**PROSPECTIVE CONTRACTOR REFERENCES****CONTRACTOR'S NAME:** \_\_\_\_\_

List at least three (3) References where the same or similar scope of services were provided.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

CONTRACTOR'S NAME: \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

## PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**CONTRACTOR'S NAME:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		



## **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County and the LA-RICS Authority shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the LA-RICS Authority Board of Directors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County, LA-RICS Authority, or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the LA-RICS Authority Board of Directors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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Bidder Name

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Bidder Official Title

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Official's Signature

**FAMILIARITY WITH THE COUNTY  
LOBBYIST ORDINANCE CERTIFICATION**

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

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

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The LA-RICS Authority's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the LA-RICS Authority will determine, in its sole discretion, whether the bidder is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## COLT AND COPT PRICING SHEET

The lowest bid will be based on the lowest combined firm fixed price bid for the COLT and the COPT (refer to Appendix C, Exhibit 8 – COLT and COPT Pricing Sheet). As such, Bidders are required to bid on both types of vehicles (COLT and COPT). Once the lowest, responsive and responsible bidder is determined for this IFB, the LA-RICS Authority, in its sole discretion, will determine thereafter what types of vehicles and in what quantities it will procure. The LA-RICS Authority, in its sole discretion, may elect to purchase vehicles as follows:

- One (1) vehicle (COLT or COPT)
- Two (2) vehicles (any mix of COLT or COPT)
- Up to a maximum of three (3) vehicles (any mix of COLT or COPT)

The prices bid for each type of vehicle (COLT or COPT) provided in this Exhibit 8 (COLT and COPT Pricing Sheet) will be a firm fixed for each vehicle type (COLT or COPT). The LA-RICS Authority will use this firm fixed pricing to procure the quantities and vehicle type makeup.

CELL ON LIGHT TRUCK (COLT)			
Item No.	Item	Requirements	Price
1	COLT	Bidder's cost to provide the LA-RICS Authority with a COLT that meets all the requirements, except Training, pursuant to Appendix B.1 (COLT Specifications) in its entirety	\$
2	Training	Bidder's cost to provide the LA-RICS Authority with COLT Training pursuant to Section 19 (Training) of Appendix B.1 (COLT Specifications)	\$
<b>TOTAL PROPOSED BID AMOUNT FOR COLT (ITEMS 1+2):</b>			<b>\$</b>

CELL ON PICKUP TRUCK (COPT)			
Item No.	Item	Requirements	Price
1	COPT	Bidder's cost to provide the LA-RICS Authority with a COPT that meets all the requirements, except Training, pursuant to Appendix B.2 (COPT Specifications) in its entirety	\$
2	Training	Bidder's cost to provide the LA-RICS Authority with COPT Training pursuant to Section 19 (Training) of Appendix B.2 (COPT Specifications)	\$
<b>TOTAL PROPOSED BID AMOUNT FOR COPT (ITEMS 1+2):</b>			<b>\$</b>

COLT PROPOSED BID AMOUNT	COPT PROPOSED BID AMOUNT	TOTAL OVERALL BID AMOUNT (COLT + COPT)
\$	\$	\$

## CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

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**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

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- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the LA-RICS Authority that the Bidder did participate as a consultant in this IFB process, the LA-RICS Authority shall reject this bid.

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Name of Firm

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Print Name of Signer

Title

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Signature

Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Bidder certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:


*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### BIDDER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Paragraph 59.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the LA-RICS Authority.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### BIDDER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the LA-RICS Authority.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:



## BIDDERS COLT AND COPT COMPLIANCE MATRIX

BIDDER NAME: \_\_\_\_\_

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
COLT REQUIREMENTS					
SPECIAL INSTRUCTIONS					
1.1	The Contractor shall guarantee the per-unit contract price(s) for a period of twenty-four (24) calendar months from the Effective Date of the Contract. The Contractor shall allow the same price(s) to a requesting LA-RICS Authority Member Agency.	X			
1.2	The delivery date of the completed unit(s), shall not exceed 160 days from the Effective Date or date agreed upon by the Contractor and the LA-RICS Authority and/or LA-RICS Authority Member Agency (collectively, "User Agency").	X			
WARRANTY					
2.1	The Contractor shall provide a minimum warranty of five (5) year/100,000 mile unconditional warranty for the entire COLT (including vehicle and all specialty equipment), barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. or, the original equipment manufacturer's warranty, whichever is greater.	X			
2.2	The vehicle warranty work will be performed at a dealership in Los Angeles County (County).	X			
2.3	Warranty period will start on the day the COLT is put into service by the User Agency, not the day of COLT delivery. Delayed warranty start not to be more than six (6) months from COLT final delivery date.	X			
2.4	Use of other than original equipment parts will not void warranty.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
2.5	Warranty card to be delivered to User Agency.	X			
2.6	All COLT components substituted or changed upon Effective Date, and any component deviations initiated at the discretion of COLT manufacturer shall be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the COLT is put into service by User Agency.	X			
<b>EMISSION STANDARDS</b>					
3.1	Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Safety Standards will be included in the COLT.	X			
3.2	COLT shall comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.	X			
<b>GENERAL SPECIFICATIONS AND STANDARDS</b>					
4.1	All equipment furnished will be subject to the approval of the User Agency.	X			
4.2	The vehicle's body, finish, and fittings shall be the latest model. The vehicle provided shall be new and not have been used in a demonstration or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.	X			
4.3	Trade names mentioned in these vehicle plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they shall be of equal or better quality and shall be approved by User Agency.	X			
4.4	All deviations or component changes shall be approved by the User Agency.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
4.5	One (1) copy of the Maintenance Service Manual including electrical wiring diagrams shall be furnished by Contractor within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all technical bulletins pertaining to the COLT shall be provided in a timely manner.	X			
4.6	Contractor shall furnish a Bill of Sale and title for the vehicle in the name of:  Los Angeles Regional Interoperable Communication System (LA-RICS) Authority 2525 Corporate Place, Suite 100 Monterey Park, CA 91754	X			
4.7	Contractor shall provide bill of sale and title within fifteen (15) days verification of order. Verification is to be forwarded to the Contract Manager/Fleet Manager/equivalent of User Agency and LA-RICS Authority.	X			
4.8	Contractor to furnish invoice at time of delivery for each COLT received by User Agency.	X			
<b>DELIVERY</b>					
5.1	COLT Vehicles will have the Contractor preparation service work, normally performed by the Contractor, completed before delivery.	X			
5.2	Contractor preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the Contractor's name or company information.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
5.3	The final delivery date of the complete order of COLTs may not be later than 160 calendar days after contract award, or a date agreed upon between the Contractor and the LA-RICS Authority.	X			
5.4	COLTs, upon acceptance test by the User Agency, shall be ready for service at the time of final delivery date.	X			
5.5	COLTs shall be delivered clean, with full tank of fuel, and batteries full and ready for immediate operation.	X			
5.6	User Agency personnel shall inspect all vehicles for compliance with these COLT Specifications. If defects are found requiring correction, it shall be the Contractor's responsibility make the correction and return the COLT or part back to the User Agency for inspection. All transportation to and from the designated delivery location shall be the responsibility of the Contractor until the vehicles are accepted by User Agency.	X			
5.7	All vehicles shall be delivered to a location designated by User Agency at the date and time agreed upon by Contractor and User Agency.	X			
<b>COMPLIANCE WITH CODES AND STATUTES</b>					
6.1	The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act, and applicable NFPA requirements.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
6.2	THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.	X			
6.3	It is the sole responsibility of the Contractor to advise the LA-RICS Authority and/or User Agency in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.	X			
6.4	The Contractor shall secure all approvals, certifications and inspections from appropriate State and local authorities. Before the delivery of the vehicle the Contractor shall provide relevant paperwork demonstrating the vehicle is in road-worthy and safe driving condition and meets all legal requirements to be driven on California roads.	X			
<b>INTENT OF SPECIFICATIONS</b>					
7.1	It is the intent of these specifications to obtain a Cell On Light Truck (COLT) and related equipment that shall meet the construction and performance requirements reflected herein.	X			
7.2	These specifications are intended to describe the type, size, and quality of the COLT and related equipment desired and to cover the furnishing and delivery to the User Agency of complete apparatus equipped as hereinafter specified.	X			
7.3	Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, effectiveness, durability, and safety in place of those prescribed by these specifications.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
7.4	Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.	X			
<b>GENERAL TECHNICAL SPECIFICATIONS</b>					
8.1	Contractor shall provide a vehicle and other components that are part of the COLT no later than 160 calendar days after contract award, or a date specified by the User Agency.	X			
8.2	The COLT shall be capable of providing secure and reliable connectivity between a compatible FirstNet Ready device provisioned with a FirstNet SIM and the AT&T/FirstNet network infrastructure.	X			
8.3	Contractor shall be responsible for providing all COLT components required for a fully operational Long Term Evolution (LTE) coverage extension of the AT&T/FirstNet network except those components listed in Attachment A (FRMZ Components) to this Appendix B.1, COLT Specifications, and in the case of the FRMZ Components, Contractor shall be responsible for providing a vehicle host system capable of structurally containing those components, powering those components, and providing an environment that assures the continued operations of those components.	X			
8.4	Contractor shall be responsible for all the tasks in identified in these specifications such that the COLT System meets all the objectives outlined in Section 10, COLT Objectives, and satisfy all functional, performance, and scope of work elements in these COLT Specifications. All components provided by the Contractor, except the vehicle are referred in these COLT Specifications as COLT Support System. The vehicle, the COLT Support System, and FRMZ Components, together form the COLT System.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
8.5	The LA-RICS Authority and/or User Agency endeavors to complete its final design review of the COLT to ensure that the vehicle, components, etc. adhere to the LA-RICS Authority's requirements within seven (7) days from the date of submission of the final COLT design.	X			
8.6	Contractor shall provide all user manuals as-built documentation, and any other requested documentation to the User Agency at the time of initial vehicle delivery. The documentation includes one hard copy and one soft copy in PDF provided by the Contractor on a USB drive no later than seven (7) days from the Effective Date or a date specified by the LA-RICS Authority and/or the User Agency. Should the LA-RICS Authority instruct the Contractor to perform additional work on the COLT, Contractor shall provide updated literature to contemplate the additional work to the LA-RICS Authority and/or User Agency within seven (7) calendar days of the work requested.	X			
8.7	If there is a conflict between codes, ordinance, regulations, standards, and these COLT Specifications the most stringent requirement will govern. If there is a conflict within this COLT Specification, the most stringent requirement will govern.	X			
<b>COLT OBJECTIVES</b>					
9.1	COLT shall connect to FirstNet/AT&T core from any location in Los Angeles County (e.g., Angeles National Forest, Rancho Palos Verdes, etc).	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
9.2	COLT shall be capable of travel on any passable road within L.A. County. The COLT shall be capable of off-road travel on dirt and gravel roads. It shall be capable of operating on roads eleven (11) feet in width or wider. All COLT systems and components shall be capable of continued and sustained operation following travel on such roads.	X			
9.3	The maneuverability of the COLT shall exceed a comparably sized van and have a short wheelbase and tight turning radius without affecting the stability of the COLT.	X			
9.4	COLT shall be drivable with basic Class C driver's license.	X			
9.5.1	COLT shall be able to support emergency response deployments with the following: Quick setup time with the ability to fully deploy the COLT with LTE service in 30 minutes.	X			
9.5.2	No or minimal technical knowledge required to setup COLT.	X			
9.5.3	Auto aligning satellite capability to connect the COLT to the FirstNet Evolved Packet Core.	X			
9.5.4	Weight distribution and outrigger/stabilizing struts to ensure stability of the COLT while mast is deployed.	X			
9.5.5	Pneumatic Mast deployment supporting variable deployment heights but with a maximum height that shall be no less than 60 feet without guy wires.	X			
9.5.6	Mast attachable antenna mount for ease of deployment of multiple types of antennas.	X			
9.6	All COLT System Components will be new and unused at the time of installation.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
9.7	Firmware and software will be the same for all like devices at the time of Final COLT System Acceptance.	X			
9.8	All COLT System Components will be of current design and manufacture. The COLT System will not contain any components not in current production or that is scheduled for discontinuance within five (5) years of the Effective Date.	X			
9.9	All software licenses will be a one-time cost.	X			
<b>COLT VEHICLE SPECIFICATIONS</b>					
<b>Turning capability</b>					
10.1.1	The COLTs turning capability will be equipped with an applicable factory steering assist system.	X			
10.1.2	The wheel base will be short enough to ensure appropriate turning radiuses. Vehicle length shall be documented to show that turning radius is sufficient to maneuver the vehicle in most tight turning environments so that turning radius is shorter than the overall length of vehicle.	X			
<b>Vehicle Carrying Capacity</b>					
10.2.1	The weight rating of the vehicle shall be no less than the rating required for the vehicle to support 110% of the net weight of all equipment necessary to achieve the vehicle performance requirements herein, or 25,000 lbs GCWR, whichever is greater.	X			
10.2.2	The vehicle shall be able to contain all LTE and microwave cabinets, generator, battery backup systems, and any other equipment required by the COLT System.	X			
10.2.3	Contractor shall indicate the vehicle's gross combination weight rating (GCWR) and the excess carrying capacity that can be used by the future growth.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.2.4	The COLT suspension system shall be capable of supporting the vehicle and payload within the gross vehicle weight rating (GVWR) and GCWR.	X			
10.2.5	Suspension system ratings shall be provided to ensure compliance with GVWR and GCWR ratings.	X			
10.2.6	Front and rear axle ratings shall be provided to ensure compliance with the GVWR and GCWR ratings.	X			
10.2.7	The maximum overall height of the vehicle, including all apparatus, while the vehicle is in motion, shall not exceed thirteen (13) feet.	X			
<b>Engine</b>					
10.3.1	The COLT vehicle engine will be equipped with at least a Turbo Diesel rated at > 200hp @ 2,500 rpm and 400 lb.ft of Torque @ 1,800 rpm.	X			
10.3.2	The engine shall be sized to ensure the vehicle can support all COLT equipment and achieve all performance requirements.	X			
10.3.3	The COLT engine compartment shall employ a heavy-duty cooling system for the engine systems.	X			
10.3.4	The COLT vehicle shall also have a minimum of 600 Watt engine block heater.	X			
<b>Transmission System</b>					
10.4.1	The COLT vehicle transmission systems shall have at least a 5-speeds and a heavy-duty automatic transmission.	X			
10.4.2	The COLT vehicle transmission systems will have a 4-wheel drive high/low range select shift from the interior of the vehicle.	X			
<b>Electrical System</b>					

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.5.1	COLT vehicle shall have an alternator rated at least at 140 amps.	X			
10.5.2	The COLT vehicle shall have at least 2 Maintenance-Free Batteries or more batteries with CCA (cold cranking amps) at 700 CCA or more.	X			
<b>Brakes and Wheels</b>					
10.6.1	The COLT vehicle shall have hydraulic brakes with 4-Channel anti-lock braking system (ABS).	X			
10.6.2	The COLT vehicle shall have two (2) sets of rear wheels.	X			
10.6.3	The COLT vehicle shall have at least 19.5" heavy-duty wheels in the front and rear.	X			
10.6.4	Front suspension shall have taper spring 8,400 lbs. capacity.	X			
10.6.5	Rear suspension shall have multi-leaf spring with 14,500 lbs capacity.	X			
<b>Tires</b>					
10.7.1	The COLT vehicle tires shall have a radial design.	X			
10.7.2	If feasible, the COLT vehicle tire type will be run flat.	X			
10.7.3	The COLT vehicle tires shall be suitable for all weather conditions including for use on non-paved roads for the full Net Vehicle System weight.	X			
10.7.4	The COLT vehicle shall be provided with four wheel chocks.	X			
10.7.5	Contractor shall provide a matching spare wheel, full size tire, and an interior spare tire mount.	X			
<b>Interior Features</b>					
<b>The COLT shall have the following interior features:</b>					
10.8.1	Power Steering	X			
10.8.2	Power disk brakes	X			
10.8.3	Four wheel ABS	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.8.4	Parking brake	X			
10.8.5	Air Conditioning	X			
10.8.6	AM/FM radio	X			
10.8.7	Integrated Bluetooth and steering wheel audio control	X			
10.8.8	Tilt & Telescopic Steering wheel	X			
10.8.9	Rear View Camera and Backup Sensor	X			
10.8.10	LCD display	X			
10.8.11	Back-up Alarm	X			
10.8.12	Power Windows	X			
10.8.13	Durable, easy to clean and comfortable seating	X			
<b>Bed Frame</b>					
10.9.1	The COLT vehicle shall have a bed frame that can accommodate all Contractor-provided equipment cabinets and other required components.	X			
<b>Exterior Features</b>					
10.10.1	Any COLT exterior surface, including cabinets or storage boxes shall be galvanized, painted, or otherwise protected from the weather and corrosion protection.	X			
10.10.2	All attaching hardware shall be stainless steel unless otherwise specified by the User Agency.	X			
10.10.3	The COLT shall have external LED Lighting around the perimeter of the vehicle, capable of illuminating up to 25 feet away from the COLT. The top of the vehicle shall also be lighted such that any work can be performed on the mast at night.	X			
10.10.4	The COLT shall meet Federal Motor Carrier Safety Administration's (FMCSA's) requirement for conspicuity markings for commercial motor vehicles.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.10.5	Bumpers shall be constructed of metal, attached to vehicle frame, and bumper shall be strong enough to push a disabled vehicle without bending.	X			
<b>Outriggers and COLT Stabilization</b>					
10.11.1	The COLT shall have stabilizing outriggers that support 110% of the weight of the COLT System under stressed load conditions, including 60 mph winds.	X			
10.11.2	The COLT shall have a red indicator light in the tractor cab overhead and an audible warning in the cab whenever the outriggers are not stowed and the parking brakes are released.	X			
10.11.3	The COLT shall have a fully automatic hydraulic vehicle leveling system.	X			
10.11.4	The COLT shall have an outrigger leveling system.	X			
10.11.5	The COLT shall have multiple position outriggers.	X			
10.11.6	The COLT shall have four (4) outrigger Jacks and four (4) 18" x 18" x 1" Jack Pads with handles.	X			
<b>COLT ENCLOSURE</b>					
<b>Shelter Size</b>					
11.1.1	The COLT enclosure shall be NEMA 3R compliant.	X			
11.1.2	Contractor shall provide 19" equipment racks that are sized to house the equipment provided by the Contractor and by AT&T as well as appropriately sized racks to house batteries.	X			
11.1.3	Contractor shall provide a shelf for the rack for the AT&T-provided eNodeB and Cradlepoint Modem.	X			
11.1.4	The COLT shelter size shall be at least 16' L x 8' W x 8' H.	X			
<b>Floor</b>					
11.2.1	The COLT floor structure design must incorporate an Equipment Mounting System for racks, cable trays, and cabinets.	X			
11.2.2	The COLT floor structure design must incorporate an Anti-Slip Floor Coating.	X			
11.2.3	The COLT floor structure design must incorporate an Anti-Static Floor Coating.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
11.2.4	The COLT floor structure design must incorporate at least 500-lb/sq. ft. Floor Load.	X			
<b>Roof</b>					
11.3.1	The roof of the equipment enclosure shall be capable of supporting the weight one satellite antenna dish in addition to the weight of two (2) people.	X			
11.3.2	The roof shall have solar panel mounts that shall be of sufficient strength to hold the panels in place at 100 mph vehicle speeds.	X			
11.3.3	The roof shall have an outdoor storage cabinet, capable of containing (5) omnidirectional antennas. Antennas will be no more than 6 feet long.	X			
11.3.4	Contractor shall provide and install roof mounted antennas and Radio Frequency (RF) cables for use with wireless routers to be provided by the LA-RICS Authority and/or the User Agency. The antennas shall be provided in two separate radomes with each radome providing antennas that support the bands specified in Sections 11.3.4.1, 11.3.4.2, and 11.3.4.3, and with each having its own cable ending with a SMA male connector that will be routed from the roof to inside the equipment enclosure with three (3) feet of excess length inside the enclosure. The two radomes will be installed in a way to maximize their separation to maximize MIMO performance. Within each radome, the antennas shall have sufficient isolation and out-of-band rejection to ensure proper operation of 4G/5G, Wi-Fi, and positioning technologies. Each of the two radomes shall include a minimum of : <ol style="list-style-type: none"> <li>1. Two (2) antennas each covering all 3GPP defined LTE bands, including those between 600 MHz and 3,800 MHz</li> <li>2. One (1) antenna covering GPS and GNSS bands, 1565 to 1608 MHz</li> <li>3. Two (2) Wi-Fi bands at 2.4 GHz, 4.9 GHz, and 5.8 GHz (2,400 to 2,500 and 4,900 to 5,900 MHz) one of these antennas will be vertically polarized, and the other will be horizontally polarized</li> </ol>	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
11.3.5	The COLT shall have external penetration for future installation of three (3) cables, ½" in size.	X			
<b>COLT EQUIPMENT</b>					
<b>Heating, Ventilation, and Air Conditioning (HVAC)</b>					
12.2	The COLT enclosure shall be climatized by an automated, temperature and humidity controlled HVAC system according to the specifications of all components within the COLT enclosure plus an additional 10,000 BTU/hr additional heat and while keeping the COLT enclosure within the temperature and humidity levels of all electrical components.	X			
12.3	The HVAC system shall be rated for heavy duty, continuous operation.	X			
12.4	The HVAC system shall be designed and implemented to optimize air distribution and circulation throughout the COLT enclosure.	X			
<b>Grounding</b>					
12.5.1	The COLT shall comply with all grounding requirements as applicable.	X			
12.5.2	The COLT shall have a Main Ground Bar (Exterior).	X			
12.5.3	The COLT shall have an Equipment Ground Bar (Interior).	X			
<b>Telecom Panel</b>					
12.6.1	The COLT shall have weather proof Telco panel that is pretreated with fire stop.	X			
<b>Power</b>					
12.7.1	The COLT shall have both weatherproof internal and external GFI service receptacles	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.2	The COLT shall have a 50 amps 4000 watts female twist lock power receptacle with cover. Contractor shall include a 50 ft double male ruggedized powersealed cord that matches the receptacle.	X			
12.7.3	The COLT shall have weather proof lighting with emergency backup ballast to light the infrastructure portions of the COLT. Each cabinet shall be interior lit.	X			
12.7.4	The COLT AC Distribution Panel shall have at least a 120/240V 1 phase 100A 40 Position 3-Wire Distribution Panel and be weather proof.	X			
12.7.5	The COLT shall have Automatic Transfer Switch.	X			
12.7.6	The COLT AC Distribution Panel shall have NEMA 3R Enclosure.	X			
12.7.7	The COLT AC Distribution Panel shall have Surge Protection with Alarm.	X			
12.7.8	The COLT AC Distribution Panel shall have Cam Lock Connections for Alternate Source.	X			
12.7.9	Contractor shall provide at least two 40' or more shore power cables with Cam-locks.	X			
<b>Generator and Fuel Tank</b>					
12.7.10.1	The COLT shall have a generator and fuel tank sized to provide at least 48 hours of operation at full rated load, 100% duty.	X			
12.7.10.2	Generator shall support both 120V and 240V at 80 amps.	X			
12.7.10.3	The COLT generator shall have an auto start and hour meter.	X			
12.7.10.4	The COLT generator shall be in an integrated sound attenuated enclosure.	X			
12.7.10.5	The COLT generator shall have a dedicated fuel tank.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.10.6	The outlet from the tank shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.	X			
12.7.10.7	Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.	X			
12.7.10.8	The tank shall have a tank filler that extends sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement fuel caps shall be readily available through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless steel fuel tank fill doors shall be provided.	X			
12.7.10.9	The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Contractor shall provide the sump with a readily accessible 3/4" brass drain plug.	X			
12.7.10.10	The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs.	X			
12.7.10.11	Generator exhaust shall be routed outside of the COLT enclosure and high enough such that personnel working around the vehicle will not be exposed to exhaust fumes.	X			
12.7.10.12	The COLT generator shall have access to Vehicle fuel tank as ancillary fuel feed.	X			
12.7.10.13	The COLT shall have an exterior generator plug for an ancillary generator.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.10.14	The COLT shall have a generator tank fueling neck.	X			
12.7.10.15	The COLT shall have an automatic transfer switch. The transfer switch will automatically switch between generator and shore power with a preference for shore power.	X			
12.7.10.16	The automatic transfer switch will only be utilized if shore power is connected. The ATS will detect loss of commercial power and will automatically start the generator and switch to generator power.	X			
12.7.10.17	The generator will be equipped with an LCD controller, and 25% and 50% alarm stem.	X			
<b>Power System</b>					
12.7.11.1	The power system shall be capable of providing power to all specialty components (outside of the 12 VDC power systems for the base vehicle operation) from any of the three following sources: shore, generator, or battery.	X			
12.7.11.2	The power system shall convert between AC and DC to accommodate the power requirements of each component. As such, the power system shall include at least one (1) inverter that converts -48 VDC (battery power) to 120 VAC and at least two rectifiers (with one hot standby spare) capable of converting 120 VAC to -48 VDC (shore or generator power).	X			
12.7.11.3	The power system shall support all components identified throughout this specification (including third party provided LTE and related equipment) and an additional growth of 1kW AC and 1 kWDC.	X			
12.7.11.4	The rectifiers and inverters shall be capable of achieving their respective loads of all components identified in these specifications plus the growth requirements of Section 12.7.11.3.	X			
<b>Breakers and Fuses:</b>					
<b>The COLT power system shall have at least the following Breakers and Fuses</b>					
12.7.12.1	AC Breakers: Three 50A, Three 30A, Three 20A, Three 10A	X			
12.7.12.2	AC Breaker Spares: (1) 10A, (1) 20A, (1) 30A, (1) 50A	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.12.3	Fuses: provide appropriate fuses for each component	X			
<b>Batteries</b>					
12.7.13.1	The COLT power System shall have battery capacity sufficient to maintain full-load COLT operation (for all AC and DC powered components) for four (4) hours.	X			
<b>Alarm Panel (No Current Dry Contacts)</b>					
12.8.1	The COLT shall have an alarm panel and support external contact closures for at least the following items: 1. Smoke Alarm 2. Intrusion Alarm 3. Hi & Low Temperature Alarms	X			
12.8.2	Alarms shall be audible and alarm sound and volume shall be configurable per alarm type.	X			
<b>Equipment Enclosure</b>					
12.9.1	The COLT shall have an interior layout, with a chair and a desk, that enables at least one (1) person to work comfortably within a work space.	X			
12.9.2	The workspace desk COLT shall be at least 5'L x 3'W	X			
12.9.3	The workspace chair shall be stored away securely such that it does not move when the vehicle is in movement.	X			
12.9.4	The COLT shall have an interior layout that supports multiple cabinets for equipment in the enclosure as well as the Generator, battery strings, power equipment and weather protected connection to the external portion of the enclosure to reach external equipment such as satellite, the mast, and antennas.	X			
12.9.5	Equipment cabinets shall be listed as NEMA 3R rated weather proof communications cabinet at a minimum.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.9.6	The COLT shall have a floor tray style cabling rack.	X			
12.9.7	If required, the COLT shall have subfloor mounted cabling trays under the raised floor.	X			
12.9.8	All COLT interior cabling shall be dressed using cable tie strings.	X			
12.9.9	The COLT will have separate storage cabinets to store documents and tools.	X			
<b>Electronics</b>					
12.10.1	Contractor shall provide and securely fasten on a rack shelf inside the COLT enclosure one (1) satellite equipment controller, and (1) BUC power supply corresponding to the Contractor-provided Model 1278 Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna.	X			
12.10.2	Contractor shall also securely install AT&T provided FRMZ Components.	X			
<b>BACKHAUL</b>					
<b>Fiber</b>					
13.1.1	The COLT shall have a external fiber patch panel.	X			
13.1.2	The external fiber patch panel shall be connected with optical fiber to the equipment enclosure space.	X			
13.1.3	The COLT shall include an external storage space for a minimum of 300 feet of optical fiber cable for connection to an external fiber service	X			
13.1.4.1	The COLT shall have a minimum of 300 feet of single mode optical fiber: The 300' fiber cable shall be single mode fiber pair with appropriate connectors to match the patch panel provided.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
13.1.4.2	OS2 LC LC AnyAngle Fiber Patch Cables or similar - Plenum Duplex Single-Mode Fiber Jumper with Corning 9/125um core/cladding. AnyAngle flexible boot bends and stays in any direction up to 90 degrees. Plenum OFNP, water and UV resistant, yellow, 2.0mm fiber patch cable. Reliable 1/10/40/100 Gigabit Singlemode cable.	X			
13.1.4.3	OS2 LC LC Armored Fiber Patch Cables or similar - Duplex LC to LC Singlemode 9/125 jumper cord. Terminated with small form factor (SFF) ceramic ferrule LC-LC patch connectors with lc duplex clips included. A single-mode fiber patch cable for durable, reliable and fast data transmission. Inside the crush resistant armor wrap is an OFNR, yellow colored, 2.0mm outer diameter, PVC fiber jumper with zip-cord.	X			
13.1.4.4	Fiber Jumpers required for FRMZ Components and services will be specified by AT&T.	X			
13.1.4.5	Ten (10) fiber cables of varying lengths from 2 ft to 20 ft fiber patch cords	X			
<b>Satellite</b>					
13.2.1.1	Contractor shall provide and install: Satellite Model AvL 1278 Ku-Band Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna on top of the COLT enclosure	X			
13.2.1.2	Contractor shall provide and install: AvL ACU AAQ satellite antenna controller with one button auto-acquisition of selected satellite, mounted on a rack inside the enclosure	X			
13.2.1.3	Contractor shall provide and install: AVL 1RU 55W 48V BUC Power Supply	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
13.2.1.4	Contractor shall provide and install: The satellite dish shall be connected to the electronics in the shelter via a patch panel (Roxtec port or similar) mounted on the roof, such that the dish can be easily removed from the roof when necessary	X			
13.2.2	The satellite antenna shall be installed in a location that provides a 360 degree clear view of the geostationary satellites without obstruction from the COLT components	X			
13.2.3	The satellite antenna shall be equipped with an auto-alignment capability that is capable of positioning the satellite antenna based on signal levels to within 0.1 degree of accuracy.	X			
<b>MAST</b>					
<b>Pneumatic Mast</b>					
14.1.1	COLT shall have at least a 60-foot pneumatic heavy duty mast that has a locking collars, rotating base, with an overall load capacity of all mast based components but no less than 650-lb.	X			
14.1.2	The COLT mast shall be capable of sustaining winds in excess of 100 mph (including all mast based components)	X			
14.1.3	The COLT mast assembly will also contain a complete guy system/kit for use in high winds and other required mast stabilizing situations.	X			
14.1.4	The mast shall be made of stainless steel hardware to ensure protection from corrosion.	X			
14.1.5	Contractor shall provide the mast with a warning system that automatically activates a 3/4" minimum flashing red light when the vehicle ignition is in the "ON" position and the mast is not fully retracted. The system shall activate a 120 dB buzzer when the ignition is in the "ON" position and the parking brakes are released.	X			
14.1.6	Contractor shall also provide a high voltage, electromagnetic and electrostatic field detection system to automatically stop mast extension when it senses overhead powerline with "look-up" light and other capabilities and performance equivalent or better than the Will-Burt D-TEC Safety System.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
14.1.7	Contractor shall provide and install a L-810 LED tower obstruction light system on the antenna mounting system that complies with Federal Aviation Administration (FAA) regulations. Obstruction light system will include power cables interconnected with the COLT power system. Power cable associated with the obstruction light shall be permanently installed as coiled hose that compactly retracts around nested mast and neatly fits around extended mast.	X			
14.1.8	Contractor shall provide a bottle of mast lubricant, 16 ounces or more.	X			
<b>Mast Antenna Mounting System</b>					
14.2.1	The mast shall have a removal antenna connector section that supports from a single sector up to a three sector antenna mounting system as well as other canister antenna attachments.	X			
14.2.2	This functional antenna connector shall also employ a simple methodology to change mast antennas (easily deployable and changeable).	X			
14.2.3	The mast and all its loading, including antenna attachments, and cables, shall be able to withstand wind speeds of 100 mph or higher.	X			
14.2.4	The COLT mast shall employ a method to maintain directional Azimuth control.	X			
<b>Mast Air Compressor</b>					
14.3.1	The mast air compressor system shall have all the appropriate gauges, controls, check valves and pressure switches to ensure error free deployment and retraction of the mast.	X			
<b>Mast Weather Protection</b>					
14.4.1	The mast shall also have a protective weather cover, installation and operation manual and any other protective accessories to ensure the proper care and functioning of the mast.	X			
14.4.2	The COLT shall have a mast valve control labels.	X			
14.4.3	The COLT shall have mast drain labels at base of mast.	X			
14.4.4	The COLT shall have mast air controls on the roof.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Mast Based Components					
14.5.1.1	Contractor shall provide and install antennas, cables, and connectors as follows: LTE Antennas: two omnidirectional antennas less than 4 feet long and with 6dBi gain or higher	X			
14.5.1.2	Coaxial cables that connect with mast-top installed antennas with RF equipment in the Equipment Enclosure shall be ½” waveguide (LMR-400 or better) and terminated with 7/16” Din Bulkhead Connectors with Weather Caps connectors in the Equipment Enclosure.	X			
14.5.2.1	In addition, Contractor shall dimension the mast loading to allow future equipment as required by the system growth: 3 to 4 feet omnidirectional antennas: two (2) transmit and one (1) receive	X			
14.5.2.2	Three (3) RF cables, ½” superflex (LMR-400 or better)	X			
14.5.2.3	Three (3) 12dBi panel antennas, no longer than four (4) feet	X			
14.5.2.4	All cables with connected antennas shall achieve a minimum 20 dB return loss and Passive Intermodulation (PIM) of -140dBc	X			
EXTERIOR CABLE CONNECTIONS					
Mast RF Cable Connections					
15.1.1.1	Radio Cable Connectors Options Enclosure housed RF equipment. The COLT shall have an external weatherproof bulkhead RF Cable connector cabinet wave guide entry that enables adding RF cables from equipment enclosure to tower antennas to complete connection to enclosure internal eNodeB (and other) equipment. The COLT shall have at least 9 to 12 weatherproof bulkhead RF Jacks with covers.	X			
15.1.1.2	Externally mounted RF equipment The COLT shall have at least 3 weather-proof bulkhead Fiber Connectors enabling connection to tower mounted RF equipment to enclosure telecommunications equipment.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Shore Power					
15.2.1	The COLT shall have an external weatherproof bulkhead power connector cabinet.	X			
15.2.2	All external outlets shall have Woodhead/FD outlet boxes with Woodhead Watertite #65W47 single flip lids and NEMA L515 female receptacles or equal.	X			
15.2.3	All watertite plugs and connectors shall meet NEMA Type 4X requirements when properly mated to its corresponding watertite component.	X			
15.2.4	Mounting locations and installation of 110 VAC related components to be determined and approved by the LA-RICS Authority during design review.	X			
15.2.5	The COLT shall have at least one (1) external generator weatherproof bulkhead connection jack.	X			
Backhaul					
15.3.1	The COLT shall have an external weatherproof bulkhead connector cabinet.	X			
15.3.2	The COLT shall have at least 8 RJ45 weatherproof bulkhead jacks.	X			
15.3.3	The COLT shall have at least two (2) fiber connection weatherproof bulkhead jacks.	X			
Monitoring System					
16.1	Contractor shall provide a monitoring system that will have both local and remote operational status monitoring and local and remote management capabilities.	X			
16.2	The monitoring system shall have the storage capacity to retain locally at least six (6) months of alarmed events and user activity logs.	X			
16.3	The COLT enclosure shall contain a monitoring system server that can be connected externally to a screen, a keyboard, and a PC mouse.	X			
16.4	The monitoring system shall include visual and audible alarm features to immediately notify COLT maintenance personnel when a condition occurs.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
16.5	Contractor shall install an anemometer on the mast that will be connected to the monitoring subsystem and will send alarms when wind speed exceeds 40 miles per hour.	X			
16.6	The monitoring system will provide Key Performance Indicators (KPIs) of the eNodeB, the satellite modem, and any electronic equipment that supports Simple Network Management Protocol (SNMP).	X			
16.7	At a minimum, the monitoring system will monitor and report the following: 1. Smoke and/or fire alarms; 2. Indoor temperature and alarms; 3. Outdoor temperature; 4. HVAC alarms; 5. Cabinet intrusion; 6. Exterior motion detector alarms; 7. Interconnect equipment; 8. High/Low battery voltage for each battery; 9. Rectifier/inverter failure; 10. High/low battery temperature for each battery; 11. Low/high -48 VDC; 12. All rectifier alarms; 13. Low/high temperature of the -48 VDC system; 14. Generator fuel level; 15. Generator low fuel alarms; 16. Generator fuel overfill alarms; 17. Generator battery alarms; 18. Generator online alarms; 19. Generator high temperature alarms; 20. Generator over crank alarms; 21. Generator over speed alarms; 22. Generator low oil alarms; 23. Generator transfer switch status; 24. AC surge suppression alarm indication; 25. Voltage Standing Wave Ration (VSWR) on output of the combining system;	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
ADDITIONAL COLT REQUIREMENTS					
17.1	The COLT shall have at least six (6) safety cones.	X			
17.2	The COLT shall have at least one (1) tool kit.	X			
17.3	The COLT shall have at least two (2) fire extinguishers.	X			
17.4	The COLT shall have at least one (1) eye wash kit.	X			
17.5	The COLT shall have at least one (1) first aid kit.	X			
17.6	The COLT shall have at least one (1) CO2 sensor.	X			
17.7	The COLT shall have at least one (1) grounding kit.	X			
17.8	The COLT shall have at least two (2) safety vests [one (1) medium size and one (1) large size].	X			
17.9	The COLT shall have at least two (2) battery rechargeable flashlights, one (1) pick, and one (1) shovel.	X			
17.10	The COLT shall have at least one (1) full set of instruction/operations manual including wiring & plumbing schematics, dimensional overviews, guying footprint and component warranty information.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
COLT FUNCTIONAL TESTING AND ACCEPTANCE					
18	<p>A test plan shall be developed by the Contractor and approved by the LA-RICS Authority to test all the major functions and components of the COLT to ensure proper functionality and adherence to all specified requirements and regulations either written or implied. The following list are the minimum required major functional and component tests to be developed and approved. All other items that have to meet specific requirements and local, state, or federal regulations shall also be tested or show documented proof of certified test completions and adherence to those regulations.</p> <p>All COLT tests shall be witnessed by LA-RICS Authority, any of its designated agents, and/or User Agency personnel. LA-RICS Authority shall be notified a minimum of twenty-one (21) calendar days in advance of these tests and shall coordinate with the Contractor to determine the appropriate date, time, and location that the tests to be conducted. The Contractor shall operate the COLT throughout all tests. The Contractor shall provide all raw test results and test summaries in its provided documentation to the LA-RICS Authority within one (1) week of test completion by the Contractor.</p>	X			
Component Functional Testing					
18.1	<p>Component Functional Testing shall demonstrate compliance with all functional specifications in this Appendix B.1 (COLT Specifications). The Contractor shall provide a detailed test plan for each major component that tests its primary functionality and document test past to provide adherence to specifications and regulations and review with LA-RICS Authority for modifications, changes, and approval. Any items not passing these tests will be put onto a completion check list to be followed up on with resolutions and timeframes for those resolutions to be rectified.</p>	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
18.1.1	<b>COLT Performance Tests</b> The COLT Performance Test shall test all performance specifications in this Appendix B.1, (COLT Specifications).	X			
18.1.2	<b>Vehicle drive test</b> An acceptance road test shall be conducted with the COLT loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the COLT shall show no loss of power or overheating. The transmission, drive shaft or shafts, and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of COLT.	X			
18.1.3	<b>Vehicle set up test</b> A complete demonstration of how the COLT, mast, satellite dish, network, alarm and monitoring system operate shall be conducted by the Contractor during the on-site inspection of the completed COLT with the LA-RICS Authority and/or User Agency.	X			
18.1.4	<b>Mast and Auto-Leveling (Stabilization) Struts Performance Test</b> 1. A minimum of two (2) operations (raising and lowering the mast and leveling/stabilizing the vehicle) shall be conducted at normal hydraulic operating pressure. 2. The mast and stabilization struts shall be capable of operating continuously (i.e., in a raised mast configuration or in a leveled configuration) for a minimum of twenty-four (24) hours without hydraulic oil overheating.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
18.1.5	<b>Generator, Shore, and UPS test</b> 1. The automatic transfer switch (ATS) shall be tested to confirm that the generator auto-starts and the vehicle power systems switch to generator power after shore power is lost. 2. The ATS shall be tested to confirm that the generator turns off and the vehicle power systems switch to shore power after shore power is restored. 3. The generator will be tested for manual turn-on and shut-off under a full load. 4. The power system will be tested to ensure the battery backup supplies power to all systems in the event of loss of generator and shore power for a minimum of 30 continuous minutes.	X			
18.1.6	<b>Passive InterModulation (PIM) and Sweep test:</b> The lines and antennas will be tested for PIM and return loss on all RF lines and connectors with supplied antennas attached and achieve the performance specifications.	X			
18.1.7	<b>Satellite connectivity test</b> The satellite system will be tested for connectivity to the satellite network and verify throughput, Committed Information Rate (CIR) and Grade of Service (GoS).	X			
18.1.8	<b>eNodeB and Connectivity Test to AT&amp;T FirstNet FRMZ</b> The eNodeB will be tested and connectivity will be verified between a test mobile unit and the FirstNet Core. Contractor to provide supporting documentation of verified connectivity, throughput to multiple endpoint destinations.	X			
18.1.9	<b>Coverage test</b> The mast will be deployed with antenna attached in flat uncluttered environment and a drive test will verify coverage and resulting coverage test plot will be provided to the LA-RICS Authority.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Final acceptance testing					
18.2.1	Final acceptance testing will be complete when all functionality tests are complete with no check list items open and passed. Final acceptance will include all documentation delivered and 100% accurate with no missing information.	X			
18.2.2	In the event the COLT fails to meet the test requirements on first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the first trial. Such trials shall be final and conclusive, and failure to comply with these requirements may be subject to liquidated damages as stipulated in Section 32.0 of the Contract.	X			
TRAINING					
19.1	Contractor shall provide training to the LA-RICS Authority and/or User Agency personnel and technicians in the operation and maintenance of the COLT.	X			
19.2	The training shall be completed not more than three (3) weeks before the deployment tests, unless otherwise agreed upon by the Contractor and the User Agency, so that the deployment tests shall provide hands on experience to the students.	X			
19.3	The Contractor shall develop a training package with full curriculum and submit them to the LA-RICS Authority for review and approval 30 days after the Effective Date or a date agreed upon by the Contractor and the LA-RICS Authority.	X			
19.4	The Contractor's training package shall include the following: 1. Suggested number of participants for each class; 2. The prerequisites for all participants; 3. The length of each class in hours; and 4. The total number of trainer hours proposed.	X			
19.5	The Contractor's training package shall describe the type of refresher training recommended (e.g., updated user training, changes to system configuration).	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.6	Training materials (both hardcopy and electronic) shall be provided no later than three (3) weeks prior to the start of any training course, unless otherwise agreed upon by the Contractor and the User Agency.	X			
19.7	Training materials shall be customizable based on the functionality being sought by the LA-RICS Authority or User Agency.	X			
19.8	All training courses shall be scheduled by the Contractor and User Agency and approved by the LA-RICS Authority.	X			
19.9	These training requirements are included primarily to provide the LA-RICS Authority and/or the User Agency the opportunity to train its end users and technicians in the operation and maintenance of the COLT. However, the Contractor will include any necessary changes that are the result of providing an integrated solution.	X			
19.10	The training will provide a computer database tracking mechanism for the training received by each student. The minimum information tracked shall include students name, agency, type of training and hours of training received, by subject and cumulative training time.	X			
19.11	All training will be conducted at a location approved by the LA-RICS Authority and/or User Agency (any training that requires offsite participation shall be specifically noted).	X			
19.12	The training will be flexible enough to allow the LA-RICS Authority and/or User Agency to make adjustments to the participants or curriculum to achieve the greatest benefit for the training hours provided. All training shall be conducted as close to "go live" dates as possible, except where noted in the project schedule.	X			
19.13	Training materials (both hardcopy and electronic) shall be provided to the LA-RICS Authority and/or User Agency a minimum of three (3) weeks prior to the start of any training course.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.14	The Contractor shall provide train the trainer style training for end users (e.g., Police Officers, Fire Fighters, Dispatchers and Dispatch Supervisors).	X			
19.15	A full training curriculum is required for Engineering and Technical personnel. Refresher training is not acceptable for initial COLT introduction.	X			
19.16	All training and materials shall be subject to review and approval by the LA-RICS Authority prior to use or distribution by the Contractor.	X			
19.17	The Contractor shall recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for COLT system use and maintenance.	X			
19.18	The LA-RICS Authority may assist with providing classroom space for training sessions. The Contractor shall be responsible for providing all training courses within these facilities.	X			
19.19	The Contractor shall provide all instructional materials, media presentation devices, presentation media, lesson plans, and course instructors.	X			
19.20	Student to instructor ratios for all training sessions shall not exceed a ratio of ten (10) students to one (1) instructor unless approved by the LA-RICS Authority and/or User Agency.	X			
19.21	In addition to formalized training courses, the Contractor shall list any electronic utilities (e.g., self-guided tutorials) that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities will mirror the installed operations by using live data wherever possible.	X			
19.22	All manuals, handouts, and other printed materials used during the training shall become the property of the LA-RICS Authority and/or User Agency.	X			
19.23	The LA-RICS Authority shall be granted the right to reproduce unlimited copies of the training materials for use by LA-RICS Authority, its Member and Users.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.24	If any specialized test/diagnostic equipment is required or proposed to support the COLT, the Contractor shall include training for this equipment.	X			
19.25	Contractor shall include hands-on training, which includes simulations of common failures and maintenance processes.	X			
19.26	Contractor shall provide all equipment required for hands-on training.	X			
19.27	All courses shall be professionally video recorded by the Contractor and become LA-RICS Authority property for the purpose of refreshment course and/or new training.	X			
19.28	The Contractor will include a training outline and a copy of all the standard documentation (user, administrator, installer guides, etc.) for all components (hardware, firmware, and software) proposed.	X			
19.29	Contractor will recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for each class.	X			
19.30	Contractor shall provide pricing for additional training as requested by the LA-RICS Authority.	X			
19.31	Contractor will provide training program on the basic installation and troubleshooting of the Contractor-provided equipment to include, but not be limited to: COLT overview, individual Component troubleshooting and repair at module level, COLT Satellite and antenna alignment and adjustment, COLT component configuration, and preventative maintenance. The Contractor will identify any additional training deemed necessary to properly maintain and restore the COLT in a timely matter as determined by the LA-RICS Authority. Training will include use of the live COLT.	X			
19.32	The training program shall include but not be limited to the course modules presented below and others as deemed appropriate by the Contractor:	X			
19.32.1	COLT Overview;	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.32.2	COLT infrastructure and ancillary equipment operation and maintenance (including equipment for environmental control system, backup power system, fuel monitoring system, and FAA obstruction lighting control).	X			
19.32.3	Component Provisioning	X			
19.32.4	eNodeB Field Maintenance;	X			
19.32.5	COLT Systems Operations (Fault management, hardware/software management, performance management, configuration);	X			
19.32.6	Troubleshooting failures;	X			
19.32.7	Performance Management and Troubleshooting Performance Issues (including database consistency checks);	X			
19.32.8	Course Materials: The Contractor will provide hard copy and soft copy course materials in sufficient quantities to satisfy participant requirements.	X			
19.32.9	The LA-RICS Authority and/or User Agency may video tape training session and post such training video, together with softcopies of the training on LA-RICS Authority and LA-RICS Authority Member web sites for use of personnel. Personnel will be authorized to download and make personal copies of these materials.	X			
19.32.10	Certification Program: The Contractor will provide certification of course completion to all course participants. A formal Certification Program will be established for LA-RICS Authority personnel to achieve sufficient skills and expertise to fully maintain the COLT.	X			
19.32.11	Technician Training: The Contractor will train ten (10) Authority technicians on eNodeB, System Management and other key COLT Components, Subsystems and other COLT elements to a level of quality and certification the Contractor would require for its own technicians.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
SCHEDULE					
20	Acceptance testing, deployment testing, training and delivered documentation shall be completed between 120 and 180 calendar days after contract award, or a date specified by the LA-RICS Authority.	X			
COPT REQUIREMENTS					
SPECIAL INSTRUCTIONS					
1.1	The Contractor shall guarantee the per-unit contract price(s) pursuant to Exhibit B (Pricing Schedule) for a period of twenty four (24) calendar months from the Effective Date of the Contract. The Contractor shall allow the same price(s) to a requesting LA-RICS Authority Member Agency.	X			
1.2	The delivery date of the completed unit(s), shall not exceed 160 days from the Effective Date or date agreed upon by the Contractor and the LA-RICS Authority and/or LA-RICS Authority Member Agency (collectively, "User Agency").	X			
WARRANTY					
2.1	The Contractor shall provide a minimum warranty of five (5) year/100,000 mile unconditional warranty for the entire COPT (including vehicle and all specialty equipment), barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. or, the original equipment manufacturer's warranty, whichever is greater.	X			
2.2	The vehicle warranty work will be performed at a dealership in Los Angeles County (County).	X			
2.3	Warranty period will start on the day the COPT is put into service by the User Agency, not the day of COPT delivery. Delayed warranty start not to be more than six (6) months from COPT final delivery date.	X			
2.4	Use of other than original equipment parts will not void warranty.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
2.5	Warranty card to be delivered to User Agency.	X			
2.6	All COPT components substituted or changed upon Effective Date, and any component deviations initiated at the discretion of COPT manufacturer shall be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the COPT is put into service by User Agency.	X			
<b>EMISSION STANDARDS</b>					
3.1	Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Safety Standards will be included in the COPT.	X			
3.2	COPT shall comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.	X			
<b>GENERAL SPECIFICATIONS AND STANDARDS</b>					
4.1	All equipment furnished will be subject to the approval of the User Agency.	X			
4.2	The vehicle's body, finish, and fittings shall be the latest model. The vehicle provided shall be new and not have been used in a demonstration or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.	X			
4.3	Trade names mentioned in these vehicle plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they shall be of equal or better quality and shall be approved by User Agency.	X			
4.4	All deviations or component changes shall be approved by the User Agency.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
4.5	One (1) copy of the Maintenance Service Manual including electrical wiring diagrams shall be furnished by Contractor within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all technical bulletins pertaining to the COPT shall be provided in a timely manner.	X			
4.6	Contractor shall furnish a Bill of Sale and title for the vehicle in the name of:  Los Angeles Regional Interoperable Communication System (LA-RICS) Authority 2525 Corporate Place, Suite 100 Monterey Park, CA 91754	X			
4.7	Contractor shall provide bill of sale and title within fifteen (15) days verification of order. Verification is to be forwarded to the Contract Manager/Fleet Manager/equivalent of User Agency and LA-RICS Authority.	X			
4.8	Contractor to furnish invoice at time of delivery for each COPT received by User Agency.	X			
<b>DELIVERY</b>					
5.1	COPT Vehicles will have the Contractor preparation service work, normally performed by the Contractor, completed before delivery.	X			
5.2	Contractor preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the Contractor's name or company information.	X			
5.3	The final delivery date of the complete order of COPTs may not be later than 160 calendar days after contract award, or a date agreed upon between the Contractor and the LA-RICS Authority.	X			
5.4	COPTs, upon acceptance test by the User Agency, shall be ready for service at the time of final delivery date.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
5.5	COPTs shall be delivered clean, with full tank of fuel, and batteries full and ready for immediate operation.	X			
5.6	User Agency personnel shall inspect all vehicles for compliance with these COPT Specifications. If defects are found requiring correction, it shall be the Contractor's responsibility to make the correction and return the COPT, accessory, or part back to the User Agency for inspection. All transportation to and from the designated delivery location shall be the responsibility of the Contractor until the vehicles are accepted by User Agency.	X			
5.7	All vehicles shall be delivered to a location designated by User Agency at the date and time agreed upon by Contractor and User Agency.	X			
<b>COMPLIANCE WITH CODES AND STATUTES</b>					
6.1	The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act, and applicable NFPA requirements.	X			
6.2	THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.	X			
6.3	It is the sole responsibility of the Contractor to advise the LA-RICS Authority and/or User Agency in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
6.4	The Contractor shall secure all approvals, certifications and inspections from appropriate State and local authorities. Before the delivery of the vehicle the Contractor shall provide relevant paperwork demonstrating the vehicle is in road-worthy and safe driving condition and meets all legal requirements to be driven on California roads.	X			
<b>INTENT OF SPECIFICATIONS</b>					
7.1	It is the intent of these specifications to obtain a Cell On Pickup Truck (COPT) and related equipment that shall meet the construction and performance requirements reflected herein.	X			
7.2	These specifications are intended to describe the type, size, and quality of the COPT and related equipment desired and to cover the furnishing and delivery to the User Agency of complete apparatus equipped as hereinafter specified.	X			
7.3	Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, effectiveness, durability, and safety in place of those prescribed by these specifications.	X			
7.4	Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.	X			
<b>GENERAL TECHNICAL SPECIFICATIONS</b>					
8.1	Contractor shall provide a vehicle and other components that are part of the COPT no later than 160 calendar days after contract award, or a date specified by the User Agency.	X			
8.2	The COPT shall be capable of providing secure and reliable connectivity between a compatible FirstNet Ready device provisioned with a FirstNet SIM and the AT&T/FirstNet network infrastructure.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
8.3	Contractor shall be responsible for providing all COPT components required for a fully operational Long Term Evolution (LTE) coverage extension of the AT&T/FirstNet network except those components listed in Attachment A (FRMZ Components), and in the case of the FRMZ Components, Contractor shall be responsible for providing a vehicle host system capable of structurally containing those components, powering those components, and providing an environment that assures the continued operations of those components.	X			
8.4	Contractor shall be responsible for all the tasks in identified in these specifications such that the COPT System meets all the objectives outlined in Section 10, COPT Objectives, and satisfy all functional, performance, and scope of work elements in these COPT Specifications. All components provided by the Contractor, except the vehicle are referred in these COPT Specifications as COPT Support System. The vehicle, the COPT Support System, and FRMZ Components, together form the COPT System.	X			
8.5	The LA-RICS Authority and/or User Agency endeavors to complete its final design review of the COPT to ensure that the vehicle, components, etc. adhere to the LA-RICS Authority's requirements within seven (7) days from the date of submission of the final COPT design.	X			
8.6	Contractor shall include all user manuals, as-built documentation, and any other requested documentation at the time of initial vehicle delivery. The documentation includes one hard copy and one soft copy in PDF provided by the Contractor on a USB drive no later than seven (7) days from the Effective Date or a date specified by the LA-RICS Authority and/or the User Agency. Should the the LA-RICS Authority instruct the Contractor to perform additional work on the COPT, Contractor shall provide updated literature to contemplate the additional work to the LA-RICS Authority and/or User Agency within seven (7) calendar days of the work requested.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
8.7	If there is a conflict between codes, ordinance, regulations, standards, and these COPT Specifications, the most stringent requirement will govern. If there is a conflict within this COPT Specification, the most stringent requirement will govern.	X			
<b>COPT OBJECTIVES</b>					
9.1	COPT will connect to FirstNet/AT&T core from any location in Los Angeles County (e.g., Angeles National Forest, Rancho Palos Verdes, etc).	X			
9.2	COPT shall be capable of travel on any passable road within L.A. County. It shall be capable of off-road travel on dirt and gravel roads. It shall be capable of operating on roads eleven (11) feet in width or wider. All COPT systems and Components shall be capable of continued and sustained operation following travel on such roads.	X			
9.3	The maneuverability of the COPT shall exceed a comparably sized van and have a short wheelbase and tight turning radius without affecting the stability of the COPT	X			
9.4	COPT shall be drivable with basic Class C driver's license.	X			
9.5.1	COPT shall be able to support emergency response deployments with the following: Quick setup time with the ability to fully deploy the COPT with LTE service in 30 minutes.	X			
9.5.2	Non or minimal technical knowledge required to setup COPT.	X			
9.5.3	Auto aligning satellite capability to connect the COPT to the FirstNet Evolved Packet Core.	X			
9.5.4	Weight distribution and outrigger/stabilizing struts to ensure stability of the COPT while mast is deployed.	X			
9.5.5	Pneumatic Mast deployment supporting variable deployment heights but with a maximum height that shall be no less than 60 feet without guy wires.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
9.5.6	Mast attachable antenna mount for ease of deployment of multiple types of antennas.	X			
9.6	All COPT System Components will be new and unused at the time of installation.	X			
9.7	Firmware and software will be the same for all like devices at the time of Final COPT System Acceptance.	X			
9.8	All COPT System Components will be of current design and manufacture. The COPT System will not contain any Components not in current production or that is scheduled for discontinuance within five (5) years of the date of Effective Date.	X			
9.9	All software licenses will be a one-time cost.	X			
<b>COPT VEHICLE SPECIFICATIONS</b>					
<b>Turning capability</b>					
10.1.1	The COPTs turning capability will be equipped with an applicable factory steering assist system.	X			
10.1.2	The wheel base will be short enough to ensure appropriate turning radiuses. Vehicle length shall be documented to show that turning radius is sufficient to maneuver the vehicle in most tight turning environments so that turning radius is shorter than the overall length of vehicle	X			
<b>Vehicle Carrying Capacity</b>					
10.2.1	The weight rating of the vehicle shall be no less than the rating required for the vehicle to support 110% of the net weight of all equipment necessary to achieve the vehicle performance requirements herein, or 23,500 lbs. gross vehicle weight rating (GVWR), whichever is greater.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.2.2	The vehicle shall be able to contain all LTE and microwave cabinets, generator, battery backup systems, and any other equipment required by the COPT System.	X			
10.2.3	Contractor shall indicate the vehicle's gross combination weight rating (GCWR) and the excess carrying capacity that can be used by the future growth.	X			
10.2.4	The COPT suspension system shall be capable of supporting the vehicle and payload within the GVWR and GCWR ratings	X			
10.2.5	Suspension system ratings shall be provided to ensure compliance with GVWR and GCWR ratings.	X			
10.2.6	Front and rear axle ratings shall be provided to ensure compliance with the GVWR and GCWR ratings.	X			
10.2.7	The maximum overall height of the vehicle, including all apparatus, while the vehicle is in motion, shall not exceed thirteen (13) feet.	X			
10.2.8	The vehicle shall have an extended cab with bench seating.	X			
<b>Engine</b>					
10.3.1	The COPT vehicle engine will be equipped with at least a Turbo Diesel rated at least 350hp @ 2,700 rpm and 700 lb.-ft of Torque @ 1,600 rpm. The engine shall be sized to ensure the vehicle can support all COPT equipment and achieve all performance requirements.	X			
10.3.2	The COPT engine compartment shall employ a heavy-duty cooling system for the engine systems.	X			
10.3.3	The COPT vehicle shall also have a minimum of 800 Watt engine block heater.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Transmission System					
10.4.1	The COPT VEHICLE transmission systems will have at least a 6-speeds with double overdrive and a heavy-duty automatic transmission. COPT shall include the following:  1. Front Axle shall be Dana Spicer D-800N, I-Beam Type, 8,000-lb Capacity 2. Rear Axle shall be Dana Spicer S16-130 with Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88	X			
10.4.2	The COPT VEHICLE transmission systems shall have a 4-wheel drive high/low range select shift from the interior of the vehicle.	X			
Electrical System					
10.5.1	COPT vehicle shall have an alternator rated at least at 140 amps.	X			
10.5.2	The COPT vehicle shall have at least 2 Maintenance-Free Batteries or more batteries with CCA (cold cranking amps) at 700 CCA or more.	X			
Brakes and Wheels					
10.6.1	The COPT VEHICLE brake system shall consist of Bosch Split System with Four-Channel ABS, Traction Control, Hydromax Brake Booster and Master Cylinder. COPT vehicle shall include: 1. Front and rear brake dust shields for Hydraulic Brakes 2. The parking brake shall be Bosch DSSA Type, 12" x 3", footoperated in Cab and differential mounted. 3. Front and rear brakes shall have hydraulic disc and quadraulic four 64mm diameter pistons.	X			
10.6.2	The COPT vehicle shall two (2) sets of rear wheels.	X			
10.6.3	The COPT vehicle shall have at least 19" heavy duty wheels front and rear.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.6.4	Front suspension shall have Parabolic Taper Leaf 7,500 lbs. with Shock Absorbers.	X			
10.6.5	Rear suspension shall have Vari-Rate springs with 15,500 lb. capacity.	X			
<b>Tires</b>					
10.7.1	The COPT vehicle tires shall have a radial design.	X			
10.7.2	If feasible, the COPT vehicle tire type will be run flat.	X			
10.7.3	COPT vehicle shall have two (2) front tires: Load Range H On/Off Road, 649 rev/mile, 75 MPH, All Position.	X			
10.7.4	COPT vehicle shall have four (4) rear tires: Load Range H On/Off Road, 649 rev/mile, 75 MPH, All Position	X			
10.7.5	The COPT vehicle tires shall be suitable for all weather conditions including for use on non-paved roads for the full Net Vehicle System weight.	X			
10.7.6	The COPT vehicle shall be provided with four-wheel chocks.	X			
10.7.7	Contractor shall provide a matching spare wheel and full size tire and an interior spare tire mount.	X			
<b>Interior Features</b>					
<b>The COLT shall have the following interior features:</b>					
10.8.1	Power Steering	X			
10.8.2	Power disk brakes	X			
10.8.3	Four wheel ABS	X			
10.8.4	Parking brake	X			
10.8.5	Air Conditioning	X			
10.8.6	AM/FM radio	X			
10.8.7	Integrated Bluetooth and steering wheel audio control	X			
10.8.8	Tilt & Telescopic Steering wheel	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
10.8.9	Rear View Camera and Backup Sensor	X			
10.8.10	LCD display	X			
10.8.11	Back-up Alarm	X			
10.8.12	Power Windows	X			
10.8.13	Durable, easy to clean and comfortable seating	X			
<b>Outriggers and COPT Stabilization</b>					
10.9.1	The COPT vehicle shall have a bed frame that will accommodate all Contractor-provided equipment cabinets and other required components.	X			
<b>Exterior Features</b>					
10.10.1	Any COPT exterior surface, including cabinets or storage boxes should be galvanized, painted, or otherwise protected from the weather and corrosion protection.	X			
10.10.2	All attaching hardware shall be stainless steel unless otherwise specified by the User Agency.	X			
10.10.3	The COPT shall have external LED lighting around the perimeter of the vehicle, capable of illuminating up to 25 feet away from the COPT. The top of the vehicle shall also be lighted such that any work can be performed on the mast at night.	X			
10.10.4	The COPT shall meet Federal Motor Carrier Safety Administration's (FMCSA's) conspicuity markings for commercial motor vehicles	X			
10.10.5	Bumpers shall be constructed of metal, attached to vehicle frame, bumper shall be strong enough to push a disabled vehicle without bending.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Outriggers and COPT Stabilization					
10.11.1	The COPT shall have stabilizing outriggers that support the 110% of the weight of the COPT System under stressed load conditions, including 60 mph winds	X			
10.11.2	The COPT shall have a red indicator light in the tractor cab overhead and an audible warning in the cab whenever the outriggers are not stowed and the parking brakes are released.	X			
10.11.3	The COPT shall have a fully automatic hydraulic vehicle leveling system.	X			
10.11.4	The COPT shall have an outrigger leveling system	X			
10.11.5	The COPT shall have multiple position outriggers	X			
10.11.6	The COPT shall have four (4) outrigger Jacks and four (4) 18" x 18" x 1" Jack Pads with handles.	X			
COPT ENCLOSURE					
11.1	The COPT enclosure shall be NEMA 3R compliant and shall open from the sides of the vehicle.	X			
11.2	The Contractor shall provide 19" equipment 4-post racks that are sized to house the equipment provided by the Contractor and by AT&T as well as appropriately sized racks to house batteries. The racks shall have appropriate bracing for mobile off-road environment.	X			
11.3	The Contractor shall provide at least 2U of 19-inch rack space for future equipment growth.	X			
11.4	The roof of the equipment enclosure shall be capable of supporting the weight of one (1) satellite antenna dish provided by the Contractor.	X			
11.5	The COPT shall have a storage cabinet, capable to contain three (3) omnidirectional antennas. Antennas shall be five (5) feet long or less.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
11.6	<p>The Contractor shall provide and install roof mounted antennas and Radio Frequency (RF) cables for use with wireless routers to be provided by the LA-RICS Authority and/or the User Agency. The antennas shall be provided in two (2) separate radomes with each radome providing antennas that support the bands specified in Sections 11.6.1, 11.6.2, 11.6.3, and 11.6.4, and with each having its own cable ending with a SMA male connector that will be routed from the roof to inside the equipment enclosure with three feet of excess length inside the enclosure. The two (2) radomes will be installed in a way to maximize their separation to maximize MIMO performance. Within each radome, the antennas shall have sufficient isolation and out-of-band rejection to ensure proper operation of 4G/5G, Wi-Fi, and positioning technologies. Each of the two radomes shall include a minimum of :</p> <ol style="list-style-type: none"> <li>1. Two (2) antennas each covering all 3GPP defined LTE bands, including those between 600 MHz and 3,800 MHz</li> <li>2. One (1) antenna covering GPS and GNSS bands, 1565 to 1608 MHz</li> <li>3. Two (2) Wi-Fi bands at 2.4 GHz, 4.9 GHz, and 5.8 GHz (2,400 to 2,500 and 4,900 to 5,900 MHz) one of these antennas will be vertically polarized, and the other will be horizontally polarized</li> <li>4. The COPT shall have external penetration for future installation of three (3) cables, 1/2" in size.</li> </ol>	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
COPT EQUIPMENT					
12.1	Heating, Ventilation, and Air Conditioning (HVAC)	X			
12.2	The COPT enclosure shall be climatized by an automated, temperature and humidity-controlled HVAC system according to the specifications of all components within the enclosure plus an additional 10,000 BTU/hr additional heat and while keeping the enclosure within the temperature and humidity levels of all electrical components	X			
12.3	The HVAC system will be rated for heavy duty, continuous operation.	X			
12.4	The HVAC system will be designed and implemented to optimize air distribution and circulation throughout the COPT enclosure.	X			
Grounding					
12.5.1	The COPT shall comply with all grounding requirements as applicable,	X			
12.5.2	The COPT shall have a Main Ground Bar (Exterior)	X			
12.5.3	The COPT shall have an Equipment Ground Bar (Interior)	X			
Telecom Panel					
12.6.1	The COPT shall have weather proof Telco panel that is pretreated with fire stop.	X			
Power					
12.7.1	The COPT shall have both weatherproof internal and external GFI service receptacles.	X			
12.7.2	The COPT shall have weather proof lighting with emergency backup ballast to light the infrastructure portions of the COPT. Each cabinet shall have interior LED 600 Lumens light with auto on/off.	X			
12.7.3	The COPT shall have a weather proof AC Distribution Panel capable to support all equipment that requires AC power. 3-Wire Distribution Panel and be weather proof.	X			
12.7.4	The COPT shall have Automatic Transfer Switch:	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.5	The COPT AC Distribution Panel shall have NEMA 3R Enclosure.	X			
12.7.6	The COPT AC Distribution Panel shall have Surge Protection with Alarm.	X			
12.7.7	The COPT AC Distribution Panel shall have Cam Lock Connections for Alternate Source.	X			
12.7.8	Contractor shall provide at least two 40' or more shore power cables with Cam-locks.	X			
<b>Generator and Fuel Tank</b>					
12.7.9.1	The COPT shall have a generator and fuel tank sized to provide at least 48 hours of operation at full rated load, 100% duty.	X			
12.7.9.2	Generator shall support both 120V and 240V at 80 amps.	X			
12.7.9.3	The COPT generator shall have an auto start and hour meter.	X			
12.7.9.4	The COPT generator shall be in an integrated sound attenuated enclosure.	X			
12.7.9.5	The COPT generator shall have a dedicated fuel tank.	X			
12.7.9.6	The outlet from the tank shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.	X			
12.7.9.7	Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.	X			
12.7.9.8	The tank has a tank filler that extends sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement fuel caps shall be readily available through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless-steel fuel tank fill doors shall be provided.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.9.9	The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Contractor shall provide the sump with a readily accessible 3/4" brass drain plug.	X			
12.7.9.10	The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs.	X			
12.7.9.11	Generator exhaust shall be routed outside of the COPT enclosure and high enough such that personnel working around the vehicle will not be exposed to exhaust.	X			
12.7.9.12	The COPT generator shall have access to vehicle fuel tank as ancillary fuel feed.	X			
12.7.9.13	The COPT shall have an exterior generator plug for an ancillary generator.	X			
12.7.9.14	The COPT shall have a generator tank fueling neck.	X			
12.7.9.15	The COPT shall have an automatic transfer switch. The transfer switch will automatically switch between generator and shore power with a preference for shore power.	X			
12.7.9.16	The automatic transfer switch will only be utilized if shore power is connected. The ATS will detect loss of commercial power and will automatically start the generator and switch to generator power.	X			
12.7.9.17	The generator will be equipped with an LCD controller, and 25% and 50% alarm stem.	X			
<b>Power System</b>					
12.7.10.1	The Power System shall be capable of providing power to all specialty components (outside of the 12 VDC power systems for the base vehicle operation) from any of the three following sources: shore, generator, or battery.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.7.10.2	The power system shall convert between AC and DC to accommodate the power requirements of each component. As such, the power system shall include at least one (1) inverter that converts -48 VDC (battery power) to 120 VAC and at least two rectifiers (with one hot standby spare) capable of converting 120 VAC to -48 VDC (shore or generator power).	X			
12.7.10.3	The power system shall support all components identified throughout this specification (including third party provided LTE and related equipment) and an additional growth of 1 kW AC and 1 kWDC.	X			
12.7.10.4	The rectifiers and inverters shall be capable of achieving their respective loads of all components identified in these specifications plus the growth requirements of 12.7.10.3.	X			
<b>Breakers and Fuses:</b> <b>The COPT POWER System shall have at least the following Breakers and Fuses</b>					
12.7.11.1	AC Breakers: Three 50A, Three 30A, Three 20A, Three 10A	X			
12.7.11.2	AC Breaker Spares: (1) 10A, (1) 20A, (1) 30A, (1) 50A	X			
12.7.11.3	Fuses: provide appropriate fuses for each component	X			
<b>Batteries</b>					
12.7.12.1	The COPT power system shall have battery capacity sufficient to maintain full-load COPT operation (for all AC and DC powered components) for two (2) hours, or 8,000 KWh, whichever is higher.	X			
<b>Alarm Panel (No Current Dry Contacts)</b>					
12.8.1	The COPT shall have an alarm panel and support external contact closures for at least the following items: 1. Smoke Alarm 2. Intrusion Alarm 3. Hi & Low Temperature Alarms	X			
12.8.2	Alarms shall be audible and alarm sound and volume shall be configurable per alarm type.	X			
<b>Equipment Enclosure</b>					

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
12.9.1	The COPT cabinet shall be UL® Listed NEMA 3R rated weather proof communications cabinet.	X			
12.9.2	The COPT shall have a floor tray style cabling rack.	X			
12.9.3	The COPT shall have a subfloor mounted cabling trays if required under the raised floor.	X			
12.9.4	All COPT interior cabling shall be dressed using cable tie strings	X			
12.9.5	The COPT will have two (2) separate storage cabinets to store documents and tools. Each cabinet shall be no less than 30" H x 24"D x 15"W.	X			
<b>Electronics</b>					
12.10.1	Contractor shall provide and securely fasten on a rack shelf inside the COPT enclosure one (1) satellite equipment controller, and one (1) BUC power supply corresponding to the Contractor-provided Model 1278 Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna.	X			
12.10.2	Contractor shall also securely install AT&T provided FRMZ Components.	X			
<b>BACKHAUL</b>					
<b>Fiber</b>					
13.1.1	The COPT shall have a fiber patch panel.	X			
13.1.2	The external fiber patch panel shall be connected with optical fiber to the equipment enclosure space.	X			
13.1.3	The COPT shall include an external storage space for a minimum of 300 feet of optical fiber cable for connection to an external fiber service.	X			
13.1.4.1	The COPT shall have a minimum of 300 feet of single mode optical fiber. The 300' fiber cable shall be single mode fiber pair with appropriate connectors to match the patch panel provided.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
13.1.4.2	OS2 LC LC AnyAngle Fiber Patch Cables or similar - Plenum Duplex Single-Mode Fiber Jumper with Corning 9/125um core/cladding. AnyAngle flexible boot bends and stays in any direction up to 90 degrees. Plenum OFNP, water and UV resistant, yellow, 2.0mm fiber patch cable. Reliable 1/10/40/100 Gigabit Singlemode cable.	X			
13.1.4.3	OS2 LC LC Armored Fiber Patch Cables or similar - Duplex LC to LC Singlemode 9/125 jumper cord. Terminated with small form factor (SFF) ceramic ferrule LC-LC patch connectors with lc duplex clips included. A single-mode fiber patch cable for durable, reliable and fast data transmission. Inside the crush resistant armor wrap is an OFNR, yellow colored, 2.0mm outer diameter, PVC fiber jumper with zip-cord	X			
13.1.4.4	Fiber Jumpers required for FRMZ Components and services will be specified by AT&T.	X			
13.1.4.5	Ten (10) fiber cables of varying lengths from 2 ft to 20 ft fiber patch cords.	X			
<b>Satellite</b>					
13.2.1.1	Contractor shall provide and install: Satellite Model AvL 1278 Ku-Band Mobile VSAT 1.2m Motorized Transportable Vehicle-Mount Antenna on top of the COPT enclosure.	X			
13.2.1.2	Contractor shall provide and install: AvL ACU AAQ satellite antenna controller with one button auto-acquisition of selected satellite, mounted on a rack inside the shelter	X			
13.2.1.3	Contractor shall provide and install: AVL 1RU 55W 48V BUC Power Supply	X			
13.2.1.4	Contractor shall provide and install: The satellite dish shall be connected to the electronics located via a patch panel (Roxtec port or similar), such that the dish can be easily removed from the top of the vehicle when necessary	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
13.2.2	The satellite antenna shall be installed in a location that provides a 360-degree clear view of the geostationary satellites without obstruction from the COPT components.	X			
13.2.3	The satellite antenna shall be equipped with an auto-alignment capability that is capable of positioning the satellite antenna based on signal levels to within 0.1 degree of accuracy	X			
<b>MAST</b>					
<b>Pneumatic Mast</b>					
14.1.1	COPT shall have at least a 30-foot pneumatic heavy-duty mast that has a locking collars, rotating base, with an overall load capacity of all mast based components but no less than 300-lb	X			
14.1.2	The COPT mast shall be capable of sustaining winds in excess of 100 mph (including all mast based components).	X			
14.1.3	The COPT mast assembly will also contain a complete guy system/kit for use in high winds and other required mast stabilizing situations.	X			
14.1.4	The mast will be made of stainless-steel hardware to ensure protection from corrosion.	X			
14.1.5	Contractor shall provide the mast with a warning system that automatically activates a 3/4" minimum flashing red light when the vehicle ignition is in the "ON" position and the mast is not fully retracted. The system shall activate a 120 dB buzzer when the ignition is in the "ON" position and the parking brakes are released.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
14.1.6	Contractor shall also provide a high voltage, electromagnetic and electrostatic field detection system to automatically stop mast extension when it senses overhead powerline with “look-up” light and other capabilities and performance equivalent or better than the Will-Burt D-TEC Safety System.	X			
14.1.7	Contractor shall provide and install a L-810 LED tower obstruction light system on the antenna mounting system that complies with Federal Aviation Administration (FAA) regulations. Obstruction light system will include power cables interconnected with the COPT power system. Power cable associated with the obstruction light shall be permanently installed as coiled hose that compactly retracts around nested mast and neatly fits around extended mast.	X			
14.1.8	Contractor shall provide a bottle of mast lubricant, 16 ounces or more	X			
<b>Mast Antenna Mounting System</b>					
14.2.1	The mast will have an antenna removal connector section that allows a single sector antenna mounting system to be easily attached and detached from the mast.	X			
14.2.2	This functional antenna connector will also employ a simple methodology to change mast antennas (easily deployable and changeable).	X			
14.2.3	The mast and all its loading, including antenna attachments, and cables, shall be able to withstand wind speeds of 100 mph or higher.	X			
<b>Mast Air Compressor</b>					
14.3.1	The mast air compressor system shall have all the appropriate gauges, controls, check valves and pressure switches to ensure error free deployment and retraction of the mast.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Mast Weather Protection					
14.4.1	The mast shall also have a protective weather cover, installation and operation manual and any other protective accessories to ensure the proper care and functioning of the mast.	X			
14.4.2	The COPT shall have a mast valve control labels.	X			
14.4.3	The COPT shall have mast drain labels at base of mast.	X			
14.4.4	The COPT shall have mast air controls on the roof.	X			
Mast Based Components					
14.5.1.1	Contractor shall provide and install antennas, cables, and connectors as follows: LTE Antennas: Two (2) CommScope DB583E-SN omnidirectional antennas or similar.	X			
14.5.1.2	Coaxial cables that connect with mast-top installed antennas with RF equipment in the Equipment Enclosure shall be ½” waveguide (LMR-400 or better) and terminated with 7/16” Din Bulkhead Connectors with Weather Caps connectors in the Equipment Enclosure.	X			
14.5.2.1	In addition, Contractor shall dimension the mast loading to allow future equipment as required by the system growth: One (1) omnidirectional transmit/receive antenna, 3 to 4 feet long, with up to three (3) inches diameter, weight up to four (4) lbs and wind loading area of 0.4ft².	X			
14.5.2.2	Three (3) RF cables, ½” superflex (LMR-400 or better)	X			
14.5.2.3	All cables with connected antennas shall achieve a minimum 20 dB return loss and Passive Intermodulation (PIM) of -140dBc	X			
EXTERIOR CABLE CONNECTIONS					

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Mast RF Cable Connections					
15.1.1.1	Radio Cable Connectors Options Enclosure housed RF equipment The COPT shall have an external weatherproof bulkhead RF Cable connector cabinet wave guide entry that enables adding RF cables from equipment enclosure to tower antennas to complete connection to enclosure internal eNodeB (and other) equipment. The COPT shall have at least 9 to 12 weather-proof bulkhead RF Jacks with covers.	X			
15.1.1.2	Externally mounted RF equipment The COPT shall have at least 3 weather-proof bulkhead Fiber Connectors enabling connection to tower mounted RF equipment to enclosure telecommunications equipment.	X			
Shore Power					
15.2.1	The COPT shall have an external weatherproof bulkhead power connector cabinet.	X			
15.2.2	All external outlets shall have Woodhead/FD outlet boxes with Woodhead Watertite #65W47 single flip lids and NEMA L515 female receptacles or equal.	X			
15.2.3	All watertite plugs and connectors shall meet NEMA Type 4X requirements when properly mated to its corresponding watertite component.	X			
15.2.4	Mounting locations and installation of 110 VAC related components to be determined and approved by the LA-RICS Authority during design review.	X			
15.2.5	The COPT shall have at least 1 external generator weather-proof bulkhead connection jack.	X			
Backhaul					

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
15.3.1	The COPT shall have an external weatherproof bulkhead connector cabinet.	X			
15.3.2	The COPT shall have at least 8 RJ45 weather-proof bulkhead jacks.	X			
15.3.3	The COPT shall have at least 2 Fiber connection weather-proof bulkhead jacks.	X			
<b>Monitoring System</b>					
16.1	Contractor shall provide a monitoring system that will have both local and remote operational status monitoring and local and remote management capabilities.	X			
16.2	The monitoring system shall have the storage capacity to retain locally at least six (6) months of alarmed events and user activity logs	X			
16.3	The COPT enclosure will contain a monitoring system server that can be connected externally to a screen, a keyboard, and a PC mouse.	X			
16.4	The monitoring system will include visual and audible alarm, features to immediately notify COPT maintenance personnel when a condition occurs.	X			
16.5	Contractor will install an anemometer on the mast that will be connected to the Monitoring Subsystem and will send alarms when wind speed exceeds 40 miles per hour	X			
16.6	The monitoring system will provide Key Performance Indicators (KPIs) of the eNodeB the Satellite modem, and any electronic equipment that supports Simple Network Management Protocol(SNMP).	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
16.7	<p>At a minimum, the monitoring system will monitor and report the following:</p> <ol style="list-style-type: none"> <li>1. Smoke and/or fire alarms;</li> <li>2. Indoor temperature and alarms;</li> <li>3. Outdoor temperature;</li> <li>4. HVAC alarms;</li> <li>5. Cabinet intrusion;</li> <li>6. Exterior motion detector alarms;</li> <li>7. Interconnect equipment;</li> <li>8. Low/High battery voltage for each battery;</li> <li>9. Rectifier/inverter failure;</li> <li>10. High/low battery temperature for each battery;</li> <li>11. Low/high -48 VDC;</li> <li>12. All rectifier alarms;</li> <li>13. Low/high temperature of the -48 VDC system;</li> <li>14. Generator fuel level;</li> <li>15. Generator low fuel alarms;</li> <li>16. Generator fuel overfill alarms;</li> <li>17. Generator battery alarms;</li> <li>18. Generator online alarms;</li> <li>19. Generator high temperature alarms;</li> <li>20. Generator over crank alarms;</li> <li>21. Generator over speed alarms;</li> <li>22. Generator low oil alarms;</li> <li>23. Generator transfer switch status;</li> <li>24. And other applicable generator alarms provided by generator manufacturer;</li> <li>25. AC surge suppression alarm indication;</li> <li>26. Voltage Standing Wave Ration (VSWR) on output of the combining system;</li> </ol>	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
ADDITIONAL COPT REQUIREMENTS					
17.1	The COPT shall have at least six (6) safety cones	X			
17.2	The COPT shall have at least one (1) tool kit.	X			
17.3	The COPT shall have at least two (2) fire extinguishers.	X			
17.4	The COPT shall have at least one (1) eye wash kit.	X			
17.5	The COPT shall have at least one (1) first aid kit.	X			
17.6	The COPT shall have at least one (1) CO2 Sensor.	X			
17.7	The COPT shall have at least one (1) grounding kit.	X			
17.8	The COPT shall have at least two (2) safety vests [one (1) medium size and one (1) large size].	X			
17.9	The COPT shall have at least two (2) battery rechargeable flashlights, one (1) pick and one (1) shovel.	X			
17.10	The COPT shall have at least one (1) full set of instruction/operations manual including wiring & plumbing schematics, dimensional overviews, guying footprint and component warranty information.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
COPT FUNCTIONAL TESTING AND ACCEPTANCE					
18	<p>A test plan shall be developed by the Contractor and approved by the LA-RICS Authority to test all the major functions and components of the COPT to ensure proper functionality and adherence to all specified requirements and regulations either written or implied. The following list are the minimum required major functional and component tests to be developed and approved. All other items that have to meet specific requirements and local, state, or federal regulations must also be tested or show documented proof of certified test completions and adherence to those regulations.</p> <p>All COPT tests shall be witnessed by LA-RICS Authority, any of its designated agents, and/or User Agency personnel. LA-RICS Authority shall be notified a minimum of twenty-one (21) calendar days in advance of these tests and shall coordinate with the Contractor to determine the appropriate date, time, and location for the tests to be conducted. The Contractor shall operate the COPT throughout all tests. The Contractor shall provide all raw test results and test summaries in its provided documentation to the LA-RICS Authority within one (1) week of test completion by the Contractor.</p>	X			
Component Functional Testing					
18.1	<p>Component Functional Testing shall demonstrate compliance with all functional specifications in this Appendix B.2 (COPT Specifications). The Contractor shall provide a detailed test plan for each major component that tests its primary functionality and document test past to provide adherence to specifications and regulations and review with LA-RICS Authority for modifications, changes, and approval. Any items not passing these tests will be put onto a completion check list to be followed up on with resolutions and timeframes for those resolutions to be rectified.</p>	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
18.1.1	<b>COPT Performance Tests</b> The COPT Performance Test shall test all performance specifications in this Appendix B.2 (COPT Specifications).	X			
18.1.2	<b>Vehicle drive test</b> An acceptance road test shall be conducted with the COPT loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the COPT shall show no loss of power or overheating. The transmission, drive shaft or shafts and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of COPT.	X			
18.1.3	<b>Vehicle set up test</b> A complete demonstration of how the COLT, mast, satellite dish, network, alarm and monitoring system operate shall be conducted by the Contractor during the on-site inspection of the completed COLT with the LA-RICS Authority and/or User Agency.	X			
18.1.4	<b>Mast and Auto-Leveling (Stabilization) Struts Performance Test</b> 1. A minimum of two (2) operations (raising and lowering the mast and leveling/stabilizing the vehicle) shall be conducted at normal hydraulic operating pressure. 2. The mast and stabilization struts shall be capable of operating continuously (i.e., in a raised mast configuration or in a leveled configuration) for a minimum of twenty-four (24) hours without hydraulic oil overheating.	X			



Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
18.1.5	<b>Generator, Shore, and Batteries test</b> <ol style="list-style-type: none"> <li>1. The ATS shall be tested to confirm that the generator auto-starts and the vehicle power systems switch to generator power after shore power is lost.</li> <li>2. The ATS shall be tested to confirm that the generator turns off and the vehicle power systems switch to shore power after shore power is restored.</li> <li>3. The generator will be tested for manual turn-on and shut-off under a full load.</li> <li>4. The power system will be tested to ensure the battery backup supplies power to all systems in the event of loss of generator and shore power for a minimum of 30 continuous minutes.</li> </ol>	X			
18.1.6	<b>Passive InterModulation (PIM) and Sweep test:</b> The lines and antennas will be tested for PIM and return loss on all RF lines and connectors with supplied antennas attached and achieve the performance specifications.	X			
18.1.7	<b>Satellite connectivity test</b> The satellite system will be tested for connectivity to the satellite network and verify throughput, Committed Information Rate (CIR) and Grade of Service (GoS).	X			
18.1.8	<b>eNodeB and Connectivity Test to AT&amp;T FirstNet FRMZ</b> The eNodeB will be tested and connectivity will be verified between a test mobile unit and the FirstNet Core. Contractor to provide supporting documentation of verified connectivity, throughput to multiple endpoint destinations.	X			
18.1.9	<b>Coverage test</b> The mast will be deployed with antenna attached in flat uncluttered environment and a drive test will verify coverage. Resulting coverage test plot will be provided to the LA-RICS Authority.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
Final acceptance testing					
18.2.1	Final acceptance testing will be complete when all functionality tests are complete with no check list items open and passed. Final acceptance will include all documentation delivered and 100% accurate with no missing information.	X			
18.2.2	In the event the COPT fails to meet the test requirements on first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the first trial. Such trials shall be final and conclusive, and failure to comply with these requirements may be subject to liquidated damages as stipulated in Section 32.0 of the Contract.	X			
TRAINING					
19.1	Contractor shall provide training to the LA-RICS Authority and/or User Agency personnel its authorized personnel and technicians in the operation and maintenance of the COPT	X			
19.2	The training shall be completed not more than three (3) weeks before the deployment tests, unless otherwise agreed upon by the Contractor and the User Agency, so that the deployment tests shall provide hands on experience to the students.	X			
19.3	Contractor shall develop a training package with full curriculum and submit to the LA-RICS Authority for review and approval 30 days after the Effective Date or a date agreed upon by the Contractor and the LA-RICS Authority.	X			
19.4	The Contractor's training package shall include the following: 1. Suggested number of participants for each class; 2. The prerequisites for all participants; 3. The length of each class in hours; and 4. The total number of trainer hours proposed.	X			
19.5	The Contractor's training package shall describe the type of refresher training recommended (e.g., updated user training, changes to system configuration).	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.6	Training materials (both hardcopy and electronic) shall be provided a minimum of three (3) weeks prior to the start of any training course or a date agreed upon by the Contractor and User Agency.	X			
19.7	Training materials shall be customizable based on the functionality being sought by the LA-RICS Authority or User Agency.	X			
19.8	All training courses shall be scheduled by the Contractor and approved by the LA-RICS Authority and User Agency.	X			
19.9	These training requirements are included primarily to provide the LA-RICS Authority and/or User Agency the opportunity to train its end users and technicians in the operation and maintenance of the COPT. However, the Contractor will include any necessary changes that are the result of providing an integrated solution.	X			
19.10	The Training will provide a computer database tracking mechanism for the training received by each student. The minimum information tracked shall include students name, agency, type of training and hours of training received, by subject and cumulative training time.	X			
19.11	All training will be conducted at a location approved by the LA-RICS Authority and/or User Agency (any training that requires offsite participation shall be specifically noted).	X			
19.12	The training will be flexible enough to allow the LA-RICS Authority and/or User Agency to adjust the participants or curriculum to achieve the greatest benefit for the training hours provided. All training shall be conducted as close to "go live" dates as possible, except where noted in the project schedule.	X			
19.13	Training materials (both hardcopy and electronic) shall be provided to the LA-RICS Authority and/or User Agency a minimum of three (3) weeks prior to the start of any training course.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.14	The Contractor shall provide train the trainer style training for end users (e.g., Police Officers, Fire Fighters, Dispatchers and Dispatch Supervisors).	X			
19.15	A full training curriculum is required for Engineering and Technical personnel. Refresher training is not acceptable for initial COPT introduction.	X			
19.16	All training and materials shall be subject to review and approval by the LA-RICS Authority prior to use or distribution by the Contractor.	X			
19.17	The Contractor shall recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for COPT system use and maintenance.	X			
19.18	The LA-RICS Authority may assist with providing classroom space for training sessions. The Contractor shall be responsible for providing all training courses within these facilities	X			
19.19	The Contractor shall provide all instructional materials, media presentation devices, presentation media, lesson plans, and course instructors.	X			
19.20	Student to instructor ratios for all training sessions shall not exceed a ratio of ten (10) students to one (1) instructor unless approved by the LA-RICS Authority and/or User Agency.	X			
19.21	In addition to formalized training courses, the Contractor shall list any electronic utilities (e.g., self-guided tutorials) that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities will mirror the installed operations by using live data wherever possible.	X			
19.22	All manuals, handouts, and other printed materials used during the training shall become the property of the LA-RICS Authority and/or User Agency.	X			
19.23	The LA-RICS Authority shall be granted the right to reproduce unlimited copies of the training materials for use by LA-RICS Authority and/or User Agency.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.24	If any specialized test/diagnostic equipment is required or proposed to support the COPT, the Contractor shall include training for this equipment.	X			
19.25	The Contractor shall include hands-on training, which includes simulations of common failures and maintenance processes.	X			
19.26	The Contractor shall provide all equipment required for hands-on training.	X			
19.27	All courses shall be professionally video recorded by the Contractor and become LA-RICS Authority property for the purpose of refreshment course and/or new training.	X			
19.28	The Contractor will include a training outline and a copy of all the standard documentation (user, administrator, installer guides, etc.) for all components (hardware, firmware, and software) proposed.	X			
19.29	Contractor will recommend the number and type of training sessions to ensure that a sufficient number of personnel are trained for each class.	X			
19.30	Contractor shall provide pricing for additional training as requested by the LA-RICS Authority.	X			
19.31	Contractor will provide training program on the basic installation and troubleshooting of the Contractor-provided equipment to include, but not be limited to: COPT overview, individual component troubleshooting and repair at module level, COPT Satellite and antenna alignment and adjustment, COPT component configuration, and preventative maintenance. The Contractor will identify any additional training deemed necessary to properly maintain and restore the COPT in a timely matter as determined by the LA-RICS Authority. Training will include use of the live COPT.	X			
19.32	The Training Program shall include but not be limited to the course modules presented below and others as deemed appropriate by the Contractor:	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.32.1	COPT Overview;	X			
19.32.2	COPT infrastructure and ancillary equipment operation and maintenance (including equipment for environmental control system, backup power system, fuel monitoring system, and FAA obstruction lighting control).	X			
19.32.3	Component Provisioning	X			
19.32.4	eNodeB Field Maintenance;	X			
19.32.5	COPT Systems Operations (Fault management, hardware/software management, performance management, configuration);	X			
19.32.6	Troubleshooting failures;	X			
19.32.7	Performance Management and Troubleshooting Performance Issues (including database consistency checks);	X			
19.32.8	Course Materials: The Contractor will provide hard copy and soft copy course materials in sufficient quantities to satisfy participant requirements.	X			
19.32.9	The LA-RICS Authority may video tape training session and post such training video, together with softcopies of the training on LA-RICS Authority and LA-RICS Authority Member web sites for use of personnel. Personnel will be authorized to download and make personal copies of these materials.	X			
19.32.10	Certification Program: The Contractor will provide certification of course completion to all course participants. A formal Certification Program will be established for LA-RICS Authority personnel to achieve sufficient skills and expertise to fully maintain the COPT.	X			

Reference No.	COLT and COPT Requirements	COLT and COPT Mandatory Minimum Requirements (X = Yes)	Bidder's Compliant? (Bidder shall mark column with X)		Bidder Comments
			YES	NO	
19.32.11	Technician Training: The Contractor will train ten (10) Authority technicians on eNodeB, System Management and other key COPT Components, Subsystems and other COPT elements to a level of quality and certification the Contractor would require for its own technicians.	X			
<b>SCHEDULE</b>					
20	Acceptance testing, deployment testing, training and delivered documentation shall be completed during the period between 120 and 180 calendar days after contract award, or a date specified by the LA-RICS Authority.	X			

**INVITATION FOR BIDS (IFB) TRANSMITTAL TO  
REQUEST A SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the LA-RICS Authority  
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
IFB Title: <b>LA-RICS Authority IFB for Cell on Light Trucks (COLTS) and Cell on Pickup Trucks (COPTS)</b>	IFB No. <b>LA-RICS 016</b>

A **Solicitation Requirements Review** is being requested because the Bidder asserts the following reasons(s):

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For each matter contested, Bidder must itemize, in appropriate detail the factual reasons for the requested review (e.g. specifications were too narrow and limited competition, etc.).  
(Attach additional pages and supporting documentation as necessary.)

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I understand that this request must be received by the LA-RICS Authority within **10 business days** of issuance of the solicitation document.

Request submitted by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



***For LA-RICS Authority use only***

Date Transmittal Received by LA-RICS Authority: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review – Comments:

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

Date Response sent to Bidder: \_\_\_\_\_

## **LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS**

### **1. Funding Resources**

The parties anticipate that various government funding resources ("Funding Resources"), including municipal, State, federal and/or local grants or other funds, will be used to pay for the Work, including each Deliverable under the Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Agreement.

#### **1.1 Urban Area Security Initiative ("UASI")**

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at [fema.gov/government/grant](http://fema.gov/government/grant), [dhs.gov](http://dhs.gov), [grants.gov](http://grants.gov) and at CFDA Number 97.067.

#### **1.2 Broadband Technology Opportunities Program ("BTOP")**

The American Recovery and Reinvestment Act (Public Law 111-5) provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand public computer centers, encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability. Further information may be found at: <http://www2.ntia.doc.gov/>.

### **2. General**

#### **2.1 Funding of Agreement**

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Authority. This Agreement may be terminated in accordance with Paragraph 10 (Grant Funding Requirements) of the Contract upon a loss or reduction of grant funds or other applicable Funding Resources.

#### **2.2. Payment to Consultant**

##### **2.2.1 The LA-RICS Authority makes no commitment to fund this Project other than as stated in Section 10 (Grant Funding Requirements), in particular subsection 10.3 (Funding Disallowance) of the Contract. The LA-RICS Authority shall review Consultant's performance on a periodic basis. If Consultant does not meet its**

performance measures, the LA-RICS Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Consultant in compliance with the provisions set forth in the Agreement upon written notice to Consultant and as set forth by a written amendment to the Agreement.

- 2.2.2 Consultant shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement. If not on an advanced payment plan, Consultant shall request reimbursements by submitting detailed invoices as required by the LA-RICS Authority. Consultant shall be reimbursed after the LA-RICS Authority has received the all required documents and after the LA-RICS Authority determines that Consultant has incurred and expended funds for reasonable and allowable costs under the Agreement.

### **3. Compliance With State And Federal Requirements**

#### **3.1 Requirements Applicable To All Grant Agreements**

Consultant shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement. Consultant shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Consultant shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

#### **3.2 Office of Management and Budget (OMB) Circulars**

Consultant shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

#### **3.3 Single Audit Act**

If federal funds are used in the performance of the Agreement, Consultant shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Agreement.

### 3.4 Americans with Disabilities Act

Consultant hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101et seq. and its implementing regulations. Consultant shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Consultant shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Consultant relating to this Agreement shall be subject to the provisions of this section.

### 3.5 Political and Sectarian Activity Prohibited

- 3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- 3.5.2 If the Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Consultant shall submit to the LA-RICS Authority a completed Attachment A (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Consultant until the Certification is filed.
- 3.5.3 Consultant shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Consultant. Consultant shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

### 3.6 Subcontracts and Procurement

- 3.6.1 Consultant shall comply with applicable federal standards in the award of any subcontracts. For purposes of the this Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- 3.6.2 Consultant shall ensure that the terms of the Agreement are incorporated into all its subcontract agreements. Consultant shall submit all its subcontractor agreements to the LA-RICS Authority for review prior to the release of any funds to the subcontractor. Consultant shall withhold funds to any of its subcontractor that fails to comply with the terms and conditions of the Agreement and the respective Consultant's agreement.

### 3.7 Labor

- 3.7.1 Consultant shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- 3.7.2 Consultant shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Consultant shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Consultant shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Consultant shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Consultant shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

### 3.8 Civil Rights

Consultant shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug

abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

### 3.9 Environmental

- 3.9.1 Consultant shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 3.9.2 Consultant shall comply with environmental standards which may be prescribed pursuant to the following, as applicable: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); and (k) Environmental Protection Agency regulations (40 CFR Part 15).
- 3.9.3 Consultant shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.



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- 3.9.4 Consultant shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 3.9.5 Consultant shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- 3.9.6 Consultant shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 3.9.7 Consultant ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012), and is not impacting the environment negatively.
- 3.9.8 Consultant shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3.9.9 Consultant shall comply, as applicable, with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 3.9.10 Consultant shall comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Consultant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.11 Consultant shall assist the LA-RICS Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

### 3.10 Preservation

Consultant shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16

U.S.C. §§469a-1 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

### 3.11 Suspension and Debarment

Consultant shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Consultant shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the LA-RICS Authority concurrent with the execution of the Agreement and shall certify that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Consultant shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Consultant shall immediately inform the LA-RICS Authority if it is debarred or becomes debarred during the term of the Agreement.

### 3.12 Drug-Free Workplace

Consultant shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Consultant take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

### 3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### 3.14 Animal Welfare

Consultant shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

### 3.15 Public Law 110-161

Consultant shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the



amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

### 3.16 Public Law 103-227

Consultant must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

### 3.17 Public Law 103-333

Consultant shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Agreement shall be American made.

### 3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Consultant that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- 3.18.1 Consultant may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Consultant conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- 3.18.2 A religious or faith-based Consultant will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Consultant may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Consultant retains its LA-RICS Authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

### 3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. —Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

### 3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

### 3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

## **4. Audits and Inspections Applicable to All Grants**

### **4.1 Records Inspection**

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the LA-RICS Authority, may deem necessary, Consultant shall make available for examination, all of its records with respect to all matters covered by the Agreement. The LA-RICS Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the LA-RICS Authority to audit, examine and make excerpts, or transcripts from records, including all Consultant's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Consultant shall provide any reports to the LA-RICS Authority requested by any Funding Resource regarding performance of the Agreement.

### **4.2 Records Maintenance**

Records, in their original form, shall be maintained in accordance with requirements prescribed by the LA-RICS Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The LA-RICS Authority may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Paragraph (Record Retention and Inspection/Audit Settlement).

### **4.3 Right to Access**

Access by the LA-RICS Authority, the State of California, the Department Homeland Security, the Department of Commerce, the Comptroller General of the United States, the Offices of the Inspector General or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of Consultant which are directly pertinent to charges to the Project, shall not be denied in order to conduct audits and examinations and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Consultant's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

### **4.4 Reporting**

Consultant agrees to provide any reports requested by the LA-RICS Authority regarding performance of the Agreement and comply with all reporting, data

collection and evaluation necessary to complete grant reporting requirements as detailed in Recovery Act Grant requirements and Statutes and Regulations Applicable to the Homeland Security Grants.

#### 4.5 Failure to Comply

The LA-RICS Authority reserves the right to impose any or all of the following sanctions for Consultant's failure to comply with the Single Audit Act and the provisions of the Agreement:

- a. Withhold a percentage of payments, at the LA-RICS Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Consultant until the audit is completed satisfactorily and submitted to the LA-RICS Authority; and/or
- c. Impose provisions of default or liquidated damages or other applicable provisions of the Base Document as set forth therein.

#### 4.6 Excerpts and Transcripts

The LA-RICS Authority, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights and the U.S. Comptroller General shall have the LA-RICS Authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting the Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with the Agreement.

#### 4.7 Physical Inspections

The LA-RICS Authority shall have the LA-RICS Authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Agreement.

#### 4.8 Notice of Fault

Should a fiscal or special audit determine that Consultant has earned funds which are questioned under the criteria set forth herein, Consultant shall be notified and given the opportunity to justify questioned expenditures prior to the LA-RICS Authority's final determination of disallowed costs, in accordance with the procedures established under these Funding Requirements.

### 5. Prohibition of Legal Proceedings

Consultant is prohibited from using any Funding Resources received under the Agreement for the purpose of instituting legal proceeding against the LA-RICS Authority, its Members or their official representatives.

## **6. Participation of Small, Minority and Women's Business**

Consistent with Executive Order Nos. 11625, 12432, and 12138, Consultant shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Agreement. Consultant shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

## **7. Other Grant Requirements**

### **7.1 FEMA/OSHA Standards**

Consultant agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will result in a non-compliance finding. Consultant agrees not to undertake any activity that has the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

### **7.2 Publishing Documents**

Consultant agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contactor also

agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

### 7.3 Grant Modification

Consultant shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

### 7.4 DUNS Number

Consultant shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Consultant and its subcontractor received Grant Funds.

### 7.5 Subcontract to a Federal Agency

Consultant shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the LA-RICS Authority.

## **8. Recovery Act Grant Requirements**

### 8.1 Recovery Act: Buy American

If Funding Resources are used under this Agreement to construct, alter, maintain or repair a public building or public work, Consultant should be aware that the Recovery Act (in Section 1605) contains a "Buy American" provision that applies to iron, steel and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Consultant shall comply, and shall require its subcontractors to comply with the terms of the ARRA Buy American Requirements, except for those components of the broadband infrastructure for which the Secretary of Commerce has granted a limited waiver. The Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP grant. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR 31410 (July 1, 2009).

### 8.2 Recovery Act: Wage Rate Requirements Davis Bacon Act

#### 8.2.1 Section 1606 of the Recovery Act (Pub. L. No. 111-5, 123 Stat. 115) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as



determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.

- 8.2.2 Consultant shall comply with The Davis-Bacon Act and the guidance found at 29 C.F.R. pts. 1, 3, and 5, such that any covered contract with a contractor or subcontractor in excess of \$2,000 for construction, alteration or repair (including painting and decorating) shall contain the contract clauses found in 29 C.F.R. 5.5(a), to ensure that all laborers and mechanics employed on the Project receive payment of not less than the prevailing wage.
- 8.2.3 Consultant shall obtain and maintain its official records documentation of weekly certified payroll reports and the Statement of Compliance in accordance with Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts. Consultant is not required to submit this documentation except in response to a request for this information from the LA-RICS Authority or from the Grants Office.

### 8.3 Whistleblower Protection Act Requirement

- 8.3.1 Consultant shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.
- 8.3.2 Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster may result in an audit finding. The poster can be downloaded from the following web site: <http://www.oig.doc.gov/recovery/whistleblower.html>.

### 8.4 Use of the American Recovery and Reinvestment Act Logo on Construction Signs

All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than 6 inches in

diameter. Additional instructions regarding specifications may be found at: <http://www2.ntia.doc.gov/>.

## 8.5 Recovery Act One-Time Funding

Consultant understands and agrees that Recovery Act funding is intended to provide a one-time injection of funds for purposes of stimulating the American economy

## 8.6 Recovery Act: Limit on Funds

The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

## 8.7 Recovery Act: Use of Funds in Conjunction with Funds from Other Sources

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

## 8.8 Accountability and Transparency Under the Recovery Act

### 8.8.1 Separate Tracking and Reporting of Recovery Act Funds and Outcomes

8.8.1.1 Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for and reported on separately from all other funds. Consultant must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

8.8.1.2 Consultant agrees to track, account for, and report on all funds from this Recovery Act Grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Grantor award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Accordingly, Consultant's accounting systems must ensure that funds from this Recovery Act Grant are not commingled with funds from any other source. Consultant further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

8.8.1.3 Consultant understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant and civil and/or criminal penalties.



## 8.8.2 Quarterly Financial and Programmatic Reporting

- 8.8.2.1 Section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.
- 8.8.2.2 Under this Recovery Act program, quarterly financial and programmatic reporting will be required and will be due within 10 calendar days after the end of each calendar quarter Consultant shall provide to the LA-RICS Authority data required to complete and submit financial and programmatic reports no later than the last day of each calendar quarter.
- 8.8.2.3 This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.
- 8.8.2.4 Section 1512 of the Recovery Act requires quarterly reporting of all Recovery Act grant recipients and subrecipients. The LA-RICS Authority is required to comply with these reporting requirements using a template provided by the Department of Commerce to submit the requested data. In order to assist the LA-RICS Authority in complying with its reporting requirements regarding the use of Grant funds by the Contract, Consultant shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the Recipient on a quarterly basis. Consultant shall provide any additional information as may be necessary for the LA-RICS Authority to submit complete and full quarterly reports to the Department of Commerce. Consultant must maintain, and provide to the Recipient on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to the LA-RICS Authority as requested. Documentation should provide evidence that i) Created/retained positions and overtime hours are funded by Recovery Act awards, ii) Personnel are directly supporting Recovery Act projects and activities, and iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.
- 8.8.2.5 Recommended documentation includes: old and new organizational charts; new position descriptions; job postings, offer letters and acceptance forms; staffing lists; timecards and payroll records; budget comparisons and/or projections before and after the Recovery Act award date; formal layoff recommendations and retractions (memos, reports); minutes of formal meetings where official budget decisions are made; and employee activity reports.
- 8.8.2.6 Reporting information shall be submitted to the LA-RICS Authority in accordance with the following reporting schedule:

Reporting Period	Due Date
July 1 – September 31	October 5th
October 1 – December 31	January 5th
January 1 – March 31	April 5th
April 1 – June 30	July 5th

8.8.2.7 Consultant understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant funds, and repayment by Consultant to the LA-RICS Authority of any unlawful expenditure.

8.8.2.8 To obtain the Grant funds, the grantors required an authorized representative of the LA-RICS Authority to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). By signing these Special Conditions, the LA-RICS Authority became liable to the Grantor for any funds that are used in violation of the Grant requirements. Consultant shall be liable to the Grantor for any funds the Grantor determines Consultant used in violation of these Special Conditions. Consultant shall indemnify and hold harmless the LA-RICS Authority for any sums the Grantor determines Consultant used in violation of the Special Conditions.

### 8.8.3 Consultant Reports

Not later than 5 days after the end of each calendar quarter, Consultant shall submit a report to the LA-RICS Authority that contains:

- a. The total amount of recovery funds received from that agency;
- b. The amount of recovery funds received that were expended or obligated to projects or activities;
- c. A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
- d. The name of the project or activity;
- e. A description of the project or activity;
- f. An evaluation of the completion status of the project or activity;
- g. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- h. For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and

- i. Detailed information on any subcontracts or sub-grants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

#### 8.8.4 Monitoring of Subcontractors

All Contractors should bear in mind that any recipient of grant funds will be responsible for monitoring of sub-contracts under the Funding Resources in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary Consultant will be responsible for oversight of sub-contractors spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds

#### 8.8.5 Reporting Fraud, Waste, Error and Abuse

- 8.8.5.1 Consultant shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.
- 8.8.5.2 The Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of LA-RICS Authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to Section 1553 of the Recovery Act.

### 9. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI)

#### 9.1 Applicable Statutes and Regulations

Consultant shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Consultant shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to:

- 9.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1); Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security,

Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.

- 9.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 9.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 9.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation.

## 9.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

## 10. Non-Compliance

Consultant understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in

suspension, termination or reduction of grant funds, and repayment by the Consultant to the LA-RICS Authority of any unlawful expenditure.

## **11. Conflict of Interest**

### **11.1 General**

Consultant warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Consultant is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

### **11.2 Definitions**

#### **11.2.1 Immediate Family**

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

#### **11.2.2 Financial or Other Interest**

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Consultant ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

### 11.3 Representations

- 11.3.1 Consultant further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Consultant, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).
- 11.3.2 Consultant shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Consultant.
- 11.3.3 Prior to obtaining the LA-RICS Authority's approval of any subcontract, Consultant shall disclose to the LA-RICS Authority any relationship, financial or otherwise, direct or indirect, of Consultant or any of its officer, directors or employees or their immediate family with the proposed Consultant and its officer, directors or employees.
- 11.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 11.3.5 Consultant warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 11.3.6 Consultant covenants that no member, officer or employee of Consultant shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 11.3.7 Consultant shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

## 12. Miscellaneous

### 12.1 Travel Expenses

To the extent compensation for travel expenses is allowed under the Agreement, Consultant shall be compensated for Consultant's reasonable travel expenses incurred in the performance of the Agreement, to include travel and per diem, unless otherwise expressed. Consultant's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the LA-RICS Authority.



## 12.2 Obligations Binding on Subcontractors

Consultant shall require all Subcontractors to comply with the applicable obligations of this Attachment 4, by incorporating the terms of this Attachment 4 into all subcontracts.

## 12.3 Inventions, Patents and Copyrights

### 12.3.1 Reporting Procedure for Inventions

If any project of Consultant funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Consultant shall report the fact and disclose the Invention promptly and fully to the LA-RICS Authority. The LA-RICS Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the LA-RICS Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Consultant hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the LA-RICS Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

### 12.3.2 Rights to Use Inventions

The LA-RICS Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

### 12.3.3 Copyright Policy

- 12.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the LA-RICS Authority or Grantors, at Grantors and LA-RICS Authority's discretion, may copyright the Material. If the Grantors and LA-RICS Authority decline to copyright the Material, the Grantors and LA-RICS Authority shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-

free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

- 12.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: (a) any Material developed under this Agreement and (b) any rights of copyright to which Consultant purchases ownership with Grant Funds.

- 12.3.3.3 Consultant shall comply with 24 CFR 85.34.

#### 12.3.4 Rights to Data

The Grantors and the LA-RICS Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

#### 12.3.5 Obligations Binding on Subcontractors

Consultant shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

### 13. Public Safety Broadband and FCC Requirements

#### 13.1 FCC Compliance

- 13.1.1 Consultant shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Consultant shall also comply with the Communications Act of 1934.
- 13.1.2 In addition, Consultant shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.



- 13.1.3 Consultant shall immediately notify the LA-RICS Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

## 13.2 FirstNet Compliance

Consultant acknowledges that (a) FirstNet was created by the Tax Relief Act; (b) one of the fundamental goals of the Tax Relief Act is to deploy and operate a nationwide interoperable public safety broadband network under the LA-RICS Authority of FirstNet; and (c) although the nationwide architecture for that network has not yet been established, and the technical standards for the network continue to evolve, the PSBN, at some point, is contemplated to be a part of that network. The Consultant shall (A) conform the PSBN or such other Work to the requirements of FirstNet; (B) provide all such assistance as is required by the LA-RICS Authority in order to respond to information requests of and/or coordinate with FirstNet; and (C) fully cooperate and assist the LA-RICS Authority and/or the FirstNet.

## 14. Instructions for Certification

### 14.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

### 14.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### 14.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

### 14.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the

meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

#### 14.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

#### 14.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

#### 14.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

#### 14.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

#### 14.9 Available Remedies

Except for transactions authorized under Section 14.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **Exhibit E.1 – Certification Regarding Lobbying**

### **Certification for Contracts, Grants, Loans Cooperative Agreements**

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

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.

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.

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 sub-recipients 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.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit E.2 – Certification Regarding Drug Free Workplace Requirements

Consultant certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Consultant's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
- g. Abide by the terms of the statement, and
- h. Notify Consultant of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the LA-RICS Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

\_\_\_\_\_  
Signature

Form OCC/LW-1 (Rev. 6/04)

\_\_\_\_\_  
Date

### **Exhibit E.3 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

---

Signature

---

Date

## **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **Exhibit E.4 – Management Representation**

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the LA-RICS Authority may rely in preparing the Agreement, I, an authorized representative of Consultant, make the following representations:

I am responsible for the fair presentation of Consultant's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the LA-RICS Authority. I will make available to the LA-RICS Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

Consultant has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

I have advised and will continue to advise the LA-RICS Authority of any actions taken at meetings of Consultant's Board of Directors and Committees of the Board of Directors which may have a material impact on Consultant's ability to perform the Agreement.

True ☐ False ☐

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

Guarantees, whether written or oral, under which Consultant is contingently liable.

True ☐ False ☐

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Consultant as an on-going concern.

True ☐ False ☐

I have no knowledge that a board member/s is/are also an employee of this Consultant whose salary costs are reimbursed under this agreement.

True ☐ False ☐



I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Consultant involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True ☐ False ☐

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Consultant's conduct of its financial affairs or in its financial records.

True ☐ False ☐

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Consultant.

True ☐ False ☐

Consultant has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☐ False ☐

Consultant has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☐ False ☐

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True ☐ False ☐

I have responded fully to all the LA-RICS Authority's inquiries related to Consultant's financial records and/or reports.

True ☐ False ☐

I understand that the LA-RICS Authority's auditing and monitoring procedures of Consultant are limited to those which the LA-RICS Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True ☐ False ☐

I understand that the LA-RICS Authority's audit and monitoring reports are intended solely for use by Consultant and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☐ False ☐

If one or more of the above statements is found to be false, I understand that the LA-RICS Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the LA-RICS Authority any material factual change to any of these statements.

True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Consultant): \_\_\_\_\_

\_\_\_\_\_

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

**TITLE 2 ADMINISTRATION**  
**CHAPTER 2.203.010 THROUGH 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with

- existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the

employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County is available at the following website:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

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## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2018)

#### Have You Told Your Employees About the Earned Income Credit (EIC)?

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##### What is the EIC?

The EIC is a refundable tax credit for certain workers.

##### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

##### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

##### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

##### How Do My Employees Claim the EIC?

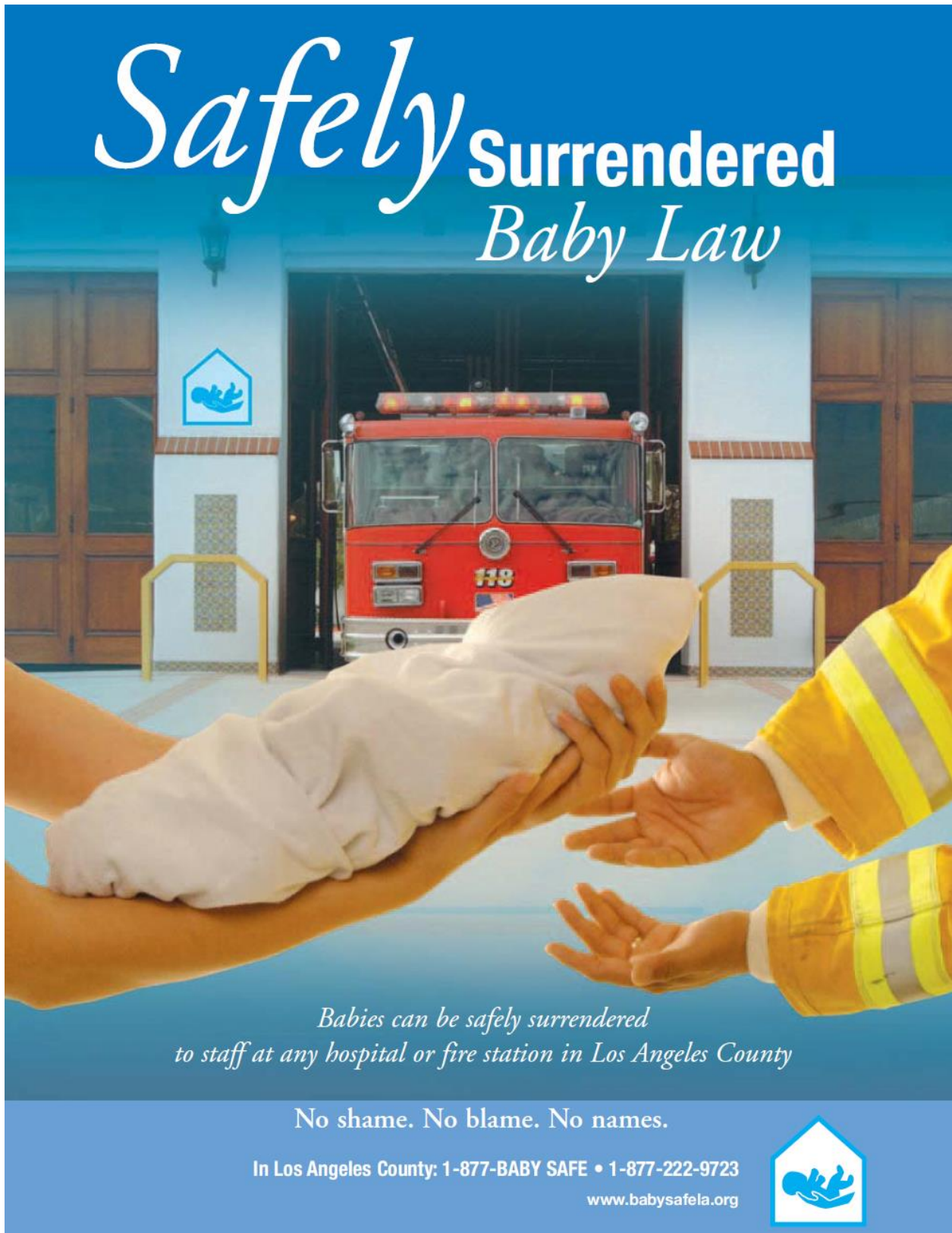
An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2018)  
Cat. No. 205991



## SAFELY SURRENDERED BABY LAW




# *Safely* Surrendered *Baby Law*

*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

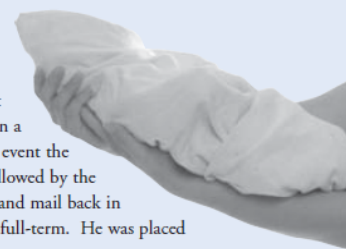
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



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# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

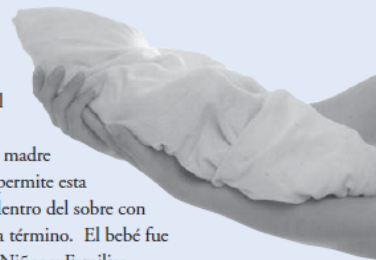
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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**TITLE 2 ADMINISTRATION  
CHAPTER 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;



2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)