



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Approval of Request for Proposals for Advisory Radio System

MEETING DATE: September 17, 1997

PREPARED BY: Assistant to the City Manager

**RECOMMENDED ACTION:** That City Council approve the attached Request for Proposals and authorize advertisement for proposals for an Advisory Radio System.

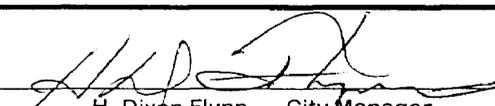
**BACKGROUND INFORMATION:** The primary purpose of this system is to notify the people of Lodi of emergency situations and actions they can take to avoid or ease the impact of crisis circumstances. During impending floods, power blackouts, hazardous material spills, earthquakes, or major vehicle incidents that require re-routing of traffic, this system will provide rapid and reliable information. It will also reassure citizens that someone is in charge of the situation and corrective action will occur.

Despite the huge variety of communication forms available today, i.e. e-mail, internet, fax, telephone, television, etc., most depend on electricity and/or unbroken communication lines in order to perform their functions. The advantage of this advisory radio system is it can be accessed via car radio or portable battery powered radio without the need for 115 VAC or any direct lines at all. A power backup prevents the system from ever going down. Through the use of signage, City newsletter, utility bill, etc., citizens of Lodi will be informed of where to tune their radios to obtain current information regarding any emergency. The FCC has designated the 530 or 1610 AM frequency for government priority use.

During an emergency, even if power or communication lines have not been affected, television and commercial radio cannot compete with the speed and efficiency of the advisory radio system. The system broadcasts a continuous loop of information - any combination of four distinct 5 minute segments of pre-recorded information or one segment up to 20 minutes in length. No "tape" is involved - all information is recorded digitally. The millionth message broadcast will sound as clear as the first. Designated city staff will be able to access the system from any telephone, and through the use of voice prompts, record and instantly broadcast necessary messages. Information will not be subject to editing, error or sporadic broadcast at the whim of commercial systems.

Most of the time there are no impending emergencies in Lodi. During these periods, the advisory radio system could broadcast information (possibly up to 15 miles from City center) to citizens and travelers encouraging them to "Taste, Shop, and Dine" in Lodi, visit our revitalized downtown, use our state-of-the-art transit system, etc. There is infinite variety regarding the type of information the system can broadcast. The FCC simply requires that in order to prevent government competition with private stations, no music, commercial ads, or endorsements of particular businesses are permitted. Since 1977 when travelers advisory radio stations were first introduced, they have coexisted very well with commercial stations.

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

When a significant crisis hits Lodi, the transit system will play a major role in transporting equipment and personnel. The advisory radio station will inform citizens of changes in bus schedules, the temporary reallocation of transit system resources to address the emergency, and rerouting of traffic flow to provide unimpeded access for City vehicles to crisis sites. When there are no impending emergencies the station will be able to broadcast regular transit information concerning schedules, fares and proper use of the system. All information can be broadcast in English as well as Spanish to better serve citizens. The anticipated cost of advisory radio system materials - including power backup and installation - is approximately \$20,000. The Transportation Manager has indicated Federal Transit Administration and State Transportation Development Act funds are available and can be used to cover this expense.

Upon Council approval, the attached Request For Proposals will be sent to various manufacturers and installers of advisory radio systems. Staff would like to have this system up and running before the rainy season begins. Rainfall and weather severity is expected to be particularly intense this year.

The critical point in expediting this process is issuance of an FCC license to the City of Lodi for operation of an advisory radio system. The RFP requires the selected contractor provide a complete system including backup power, installation, and FCC licensing. A license application can take up to six months to process. However, there is a way to "fast track" this process. A temporary license can be issued to the City within a few days of application. The system can then operate fully while the City's application works its way through the FCC bureaucracy. It is extremely rare for the FCC to ultimately deny an application that follows this process. If this were to occur, it would most likely result from a frequency conflict with a commercial radio station (although the contractor will take every measure to ensure the selected frequency is open before the application is submitted). At that point, we would simply search for another open frequency. In 1992 the FCC implemented changes to allow advisory radio systems to operate on any open frequency on the AM band.

FUNDING: \$16,000 Federal Transit Administration funds  
\$4,000 State Transportation Development Act funds

Approved: Vicky McAthie  
Vicky McAthie - Finance Director

Kirk J. Evans  
Kirk J. Evans  
Assistant to the City Manager

Request for Proposals  
-  
Travelers Advisory and  
Emergency Notification Radio System  
for  
The City of Lodi, California  
(Specification No. B-2819)

Notice is hereby given that the Purchasing Officer of the City of Lodi, California, will receive sealed proposals pursuant to Specification No. B-2819 at the Finance Department, City Hall Annex, 212 West Pine Street, Lodi, CA 95240, (P.O. Box 3006, Lodi, CA 95241-1910) not later than

**2:00 p.m. Tuesday, September 30, 1997**

at which time they will be publicly opened in the Conference Room, City Hall Annex, 212 West Pine Street, Lodi, California, and provided to the City Manager for evaluation.

Proposals received after said time will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked

Proposal: Travelers Advisory Radio System  
Due September 30, 1997

No pre-proposal conference will be held.

The Request for Proposals is intended to be used to qualify and select a firm to furnish and install a Travelers Advisory and Emergency Notification System, also known as a Highway Advisory Radio (HAR) System.

Additional pertinent information regarding this Request for Proposal may be found in Project Specification No. B-2819. Specification No. B-2819 and proposal instructions may be obtained from the City of Lodi Purchasing Officer, (209) 333-6777.

Individuals or firms submitting proposals must have demonstrable knowledge and experience with state-of-the-art HAR systems.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal, and the further right to reject any and all proposals.

Technical questions regarding this project may be directed to Kirk Evans, Project Manager, telephone number (209) 333-6800, extension 590.

Joel E. Harris  
Purchasing Officer  
City of Lodi

**SPECIFICATION No. 2819**  
**REQUEST FOR PROPOSALS**

**SCOPE OF WORK**

I. GENERAL

Equipment provided shall be new, not previously used, and of the most current design capable of meeting the requirements of the City of Lodi (City).

Successful offeror shall provide a "turnkey" installation, including all equipment, installation, licenses (including FCC temporary and permanent licenses), and technical support for a Travelers Advisory and Emergency Notification Radio System, also known as a Highway Advisory Radio System, or HARS. (In this specification, the system will be referred to as HARS). Successful contractor must configure system onsite and provide training for City staff regarding proper techniques for use.

II. SYSTEM REQUIREMENTS

The system provided and installed must

1. be capable of broadcasting up-to-the-minute AM radio advisories to motorists and residents within the City;
2. have remote-control capability, including the ability for system administrator(s) to change messages with a call from any touch-tone telephone;
3. provide voice-prompts to assist user when recording messages;
4. be capable of live broadcast transmission, including a local handset with noise-canceling microphone;
5. contain a digital recorder with Static Random Access Memory in order to maintain the stability of memory contents during any form of power fluctuation or power outage. Further, the digital recorder must provide for a variety of recording times;
6. have system antenna tuned to precisely match system transmitter;
7. have a broadcast range of not less than three miles from the transmitter;
8. include a battery power backup system to provide 24-hour service;
9. have electrical and electronic components protected in a sealed, weatherproof, theft-deterrent enclosure, able to withstand severe weather, and include lightning protection. Further, the system must be capable of operation within a temperature range of 0 degrees to 180 degrees Fahrenheit.
10. meet all FCC rules and regulations (basic FCC requirements include a maximum transmitter power output of 10 watts, a field strength limit of 2mV/m at a distance of 1.5km from the antenna, and a maximum antenna tip height of 15 meters above the ground);
11. have adequate security to ensure that only authorized administrators have access to change broadcast messages.

Technical staff must provide support, including FCC licensing application submittals.

Award is anticipated for October 15, 1997; system should be installed and fully operational by December 15, 1997.

## PROPOSAL INSTRUCTIONS

### I. ADMINISTRATIVE INFORMATION.

#### 1. Proposer's Responsibilities

The City of Lodi will receive sealed proposals to qualify and select a firm to furnish, install, and implement a fully operational Traveler's Advisory and Emergency Notification Radio System (also known as a Highway Advisory Radio System, or HARS) for the City of Lodi.

Responses to this Request for Proposal must be received by the City of Lodi no later than

**2:00 p.m. Tuesday, September 30, 1997.**

Proposals must be clearly marked "Proposal - Travelers Advisory Radio System; Due September 30, 1997", and should be delivered to

City of Lodi:  
Attn: Purchasing Officer

(If delivered by FedEx, UPS, or courier):  
212 West Pine Street  
Lodi CA 95240

(If delivered by mail):  
P O Box 3006  
Lodi CA 95241-1910

Proposals received after 2:00 p.m., September 30, 1997 will be returned to the proposer unopened.

Proposer should read and understand the information and instructions for responding to this Request for Proposal.

Proposer shall comply with all federal, state and local laws, ordinances and regulations which in any manner affect this project.

**This project is funded by a Federal Transit Administration Grant.**

Proposer shall provide satisfactory proof of liability, casualty and workers' compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of vendor or City of Lodi which may arise from the use of information provided in the Proposal, or from damages under any contract awarded as a result of this RFP. Any confidential information, or information protected by copyright, patent, or trademark, included in Proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select an individual or firm to furnish, install, and implement to full operational status a Highway Advisory Radio System for the City of Lodi. Upon selection, the City of Lodi may enter into negotiations with selected individual or firm for determination of contract terms and pricing.

I. ADMINISTRATIVE INFORMATION (continued)

Failure to respond to any requirements outlined in this Request for Proposal, or failure to enclose copies of any required documents, may disqualify the proposal. Vendors declining to submit a proposal in response to this request should so advise the Purchasing Officer, in writing, to preclude exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

2. Pre-Proposal Conference

No pre-proposal conference will be held.

3. Proposal Format

Proposals shall be submitted in accordance with these instructions to receive consideration. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted. Unnecessary volume in proposals shall be considered in the evaluation of the offeror's cost effectiveness.

Unless otherwise called for, two (2) copies of the Proposal, typewritten, shall be submitted.

Proposal shall include a full description of the system, advantages and disadvantages of the system, its capabilities, ease of use, warranties, availability of repair parts, and availability and duration of technical support.

Proposal shall also include a total cost of equipment, installation, configuration, programming and implementation, and a firm cost of equipment maintenance agreement for a period of ten years.

Enclosed with the proposal, the offeror shall provide a list of three (3) public agency references with whom the company has installed a HAR system within the past two years. Reference list shall include agency name, contact name, and telephone number.

4. Interpretation

If any person contemplating the submittal of a proposal is in doubt as to the proposal procedures, such proposer should contact the Project Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP.

I. ADMINISTRATIVE INFORMATION (continued)

5. Withdrawal of Proposal

Any proposer may withdraw a proposal by written request at any time prior to the scheduled closing time for receipt of proposals. No proposer may withdraw a proposal after the time and date set for the opening thereof.

6. Multiple Proposals

No person, firm, or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services unless alternative proposals are requested.

7. Addendum

Any addendum issued during this RFP process shall be indicated in the RFP response, and shall be made a part of any agreement made between the City of Lodi and the selected contractor.

8. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the proposer (individual, firm, or corporation) shall be read into the public record at the time and place set forth in the Request for Proposals. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the responses to the RFP.

9. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; provided, however, that the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

10. Decision to Reject

The City reserves the right to reject any or all proposals for any reason, or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work itself. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request for Proposal.

11. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent.

I. ADMINISTRATIVE INFORMATION (continued)

12. Invoicing and Verification of Costs

Invoices submitted by selected contractor shall include sufficient detail to provide verification of the invoiced amount, and shall include all applicable supporting documentation.

Properly documented invoices shall be submitted to  
City of Lodi  
Attn: Kirk Evans, Assistant to the City Manager  
P O Box 3006  
Lodi CA 95241

II. SPECIAL CONDITIONS

1. Certification of Design Documents

When applicable, all designs and construction drawings, specifications, reports and related design or construction documents or any other documents under the Project shall, if required by federal or California law or regulation, be certified by a registered professional engineer licensed to practice with the State of California.

2. Force Majeure

Performance of the agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

3. Insurance

The selected contractor must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any agreement made pursuant to this RFP. The contractor shall maintain such insurance as will cover and include the entire obligation assumed in the agreement as well as such insurance as will protect the contractor from claims and liability under Worker's Compensation Acts, personal liability, property damage, and all other claims for damages, including personal injury, and death, which may arise from operations under the agreement.

II. SPECIAL CONDITIONS (continued)

4. Ownership

All drawings, plans, reports, specifications, calculations and other documents prepared by the contractor under the agreement and not previously patented or copyrighted shall become the property of the City. In addition, any advertising, logos, graphics or other similar items developed at the City's expense shall become property of the City. At City's request through the Project Manager, such documents or items shall be delivered to the City upon completion of contractor's services under the agreement, and the contractor agrees not to retain for any other use copies thereof. All non-final drafts, notes and working documents prepared by the contractor during the term of the agreement shall be retained by the contractor for the exclusive use of the City for a period of three years, and shall be available to the City for review and copying upon 48 hours written notice.

5. Records and Audits

Contractor shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Contractor shall also keep records and books of account showing all charges, disbursements, or expenses made or incurred by Contractor in the performance of the service described herein. Records shall be created which are relevant in verifying that contractor is complying with its obligations hereunder. City shall have the right to inspect and audit the books, records, and other items relating to the Agreement. Contractor shall provide security and retain such records and items for a period of three years from date of final payment under the agreement

6. Scheduling:

Contractor shall develop and maintain a detailed schedule for the work required under the agreement. Contractor shall submit progress data as required by the Project Manager which shall include the percentage complete and actual start date and actual finish date for all activities worked on by Contractor under the agreement as required by the Project Manager.

7. Subcontracting:

Should any proposer contemplate subcontracting any part of the work or services under the Scope of Project, it shall submit with its proposal a description of the work or service to be done under such subcontracts together with the name of the proposed subcontractors who shall perform any part of the Project.

8. Taxes:

Except where specifically provided, the proposal cost shall include all federal, state, and local sales, use, excise, transportation, privilege, payroll, occupational, and other taxes applicable to service, materials or equipment furnished under the agreement. The contractor agrees to indemnify and save City harmless from and against any liability for any such taxes, or payroll premiums and contributions.

II. SPECIAL CONDITIONS (continued)

9. Prevailing Wage Rates:

Proposers are hereby notified that provisions of the Labor Code of the State of California regarding prevailing wages shall be applicable to the work to be performed under any contract made subsequent to this Request for Proposals. Pursuant to Labor Code Section 1773, the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates, copies of which are on file with the City Clerk and are available to interested parties upon request. Future effective wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but are not printed in such publication.

Proposers are advised that if they intend to use a craft or classification not shown on the general wage determination, they may be required to pay the wage rate of that craft or classification most clearly related to it as shown in the general determinations.

Selected contractor shall have the responsibility to comply with applicable provisions of Section 1775.5 of the Labor Code for all apprentice occupations. In the event Contractor willfully fails to comply with the applicable provisions of Section 1775.5, Contractor shall forfeit as a civil penalty the sum of \$50.00 for each calendar day of non-compliance, which money may be withheld by the City pursuant to the provisions of Labor Code Section 1775.5.

10. Protest Procedures:

The Federal Transit Administration (FTA) requires that the following protest procedures exist should any proposer find it necessary to protest selection of the Contractor:

A proposer wishing to file a protest with FTA should consult FTA Circular 4220.1B for details on FTA's bid protest procedures. Circular 4220.1B reinforces FTA's policy of limiting involvement in the affairs and activities of the City. The City is responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of an FTA grant, and only in certain specific situations is it appropriate for FTA officials to become involved in those situations or to substitute their judgment for that of the City in the controversies.

FTA will only review protests regarding the alleged failure of the City to have written protest procedures or alleged failure to follow such procedures. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

II. SPECIAL CONDITIONS (continued)

Circular 4220.1B is available for review at the City's Transportation Manager's office. A copy can be obtained from FTA at the following address:

Federal Transit Administration  
Region IX  
201 Mission Street, Suite 2210  
San Francisco CA 94015

The City shall not be responsible for any protests not filed in a timely manner with FTA.

1.0 CITY OF LODI PROTEST PROCEDURES

General Conditions

The City's review of any protest will be limited to violations of state or local laws or regulations, violations of the City's purchasing procedures, violations of the City's protest procedures, or City's failure to review a complaint or protest.

Protests based on restrictive or severely defective specifications, or improprieties in any type of solicitations that are apparent prior to bid opening or closing date for proposals, must be received by the City within a reasonable time in advance of scheduled bid opening but no later than five (5) days after receipt of the RFP or IFB by the proposer or bidder. All other protests must be received by the City within five (5) days of the action on which the protest is based.

The initial protest filed with the City shall be in writing and shall:

1. Include the name, address and telephone number of the protester, and the name of a contact person.
2. Identify the number, date and description of the solicitation.
3. Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified.
4. **Indicate the ruling or relief desired from the City.**

A protest may be considered, even if the initial filing is late, under the following circumstances:

1. Good cause based on compelling reasons which are beyond the protester's control, whereby the lateness is due to the fault of the City in the handling of the protest submission.
2. The City determines the protest raised significant issues to a procurement practice or procedure.
3. The City is directed by FTA to either consider or reconsider a protest.
4. A court or competent jurisdiction requests, expects or otherwise expresses interest in the City's decision.

## II. SPECIAL CONDITIONS (continued)

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

Any additional information requested or required by the City from the protester, or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request unless specifically excepted by the City.

### CONFIDENTIALITY

Materials submitted by a protester will not be withheld from any interested party outside of the City or from any Government agency which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains proprietary materials which should be withheld, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

### FURNISHING OF INFORMATION ON PROTESTS

The City shall, upon request, make available to any interested party, information bearing on the substance of the protest, including:

1. Any other documents that pertain to the protest, including correspondence with the bidders, and
2. A statement by the City explaining its actions and the reasons for them.

A conference on the merits of the protest with members of the City's Protest Review Panel (defined below) may be held at the request of the protester. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed. Such conference, if held, shall be held in the City of Lodi, California.

### WITHHOLDING OF AWARD

When a protest has been filed before the opening of bids, the City will not open bids prior to the resolution of the protest. When a protest has been filed after the opening of the bids but before the contract award, the City will not make an award for five days following its decision on the protest. When a protest has been filed after the award but prior to execution of the contract, the City will not proceed with the execution of the contract prior to resolution of the protest. Exceptions to the above may occur if the City determines that:

1. The items to be procured are urgently required, or
2. Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement, or

II. SPECIAL CONDITIONS (continued)

3. Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to the City or other local, state or federal governments.

If FTA funds are involved, the City will notify FTA prior to making any award based on the above exceptions.

PROTEST REVIEW - LEVEL ONE

Upon receipt of a protest, the Transportation Manager will appoint an ad hoc Protest Review Panel to review all relevant materials associated with the protest. The panel will be comprised of two representatives of the City appointed by the Transportation Manager. The Panel shall determine the validity of the protest and what actions will be taken.

The panel will be directed to prepare a report within fifteen (15) days. The Panel will notify the protester and any interested parties of their findings and actions and of the procedures for requesting reconsideration. The report shall include the following as relevant:

1. Copies of all relevant documents;
2. A copy of the Request for Proposals or Invitation for Bid, including pertinent provisions of the specifications.
3. A copy of the abstract of bids.

PROTEST REVIEW - LEVEL TWO

Reconsideration of a decision by the City may be requested by the protester or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law or fact made.

The request for reconsideration of the City Protest Review Panel's decision shall be filed no later than ten (10) days after the Panel issues its written report, and shall be filed with the Transportation Manager.

Upon receipt of the request for reconsideration, the City Manager shall schedule an informal administrative hearing with the protester and the City Protest Review Panel. The hearing shall be held not later than fifteen (15) days after the receipt of the request for reconsideration. The Transportation Manager shall issue, in writing, the City's final determination of the reconsidered protest within five (5) days of the administrative hearing. The appellant process ends with the Transportation Manager's decision; however, the aggrieved party has those remedies afforded by the state courts.

The City may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction.

II. SPECIAL CONDITIONS (continued)

11. Changes:

The agreement shall not be assigned or transferred without the written consent of City. No changes or variations of any kind are authorized without a written and signed amendment to the agreement. The proposed work or services shall be diligently prosecuted in accordance with the Project schedule negotiated by the Contractor and Project Manager. The schedule may be subject to extensions or reductions as may occur from time to time during the course of the Work which shall be effectuated by change orders duly executed by the Project Manager.

12. Standard of Performance:

1.0 The selected contractor shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the contractor's personnel shall also reflect their best professional knowledge, skill and judgment.

2.0 If any failure to meet the foregoing warranty appears during the term of the agreement the City may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

13. Warranties/Guarantees

1.0 Seller warrants equipment to be free from defects in material and workmanship, and that it will perform in accordance with the requirements of this Request for Proposal and the proposal submitted by the offeror. In addition to any or all guarantees mentioned elsewhere herein, or included in seller's proposal, the seller shall replace, at no cost to the City, any equipment or components that contain defects due to faulty material, workmanship or design, within a period of one year after the equipment has been accepted by the City.

2.0 In the event of failure to obtain a Federal Communications Commission (FCC) License to legally operate a HAR system within the designated Lodi area, seller shall remove equipment at no cost to the City, and shall reimburse the City for the full amount of the contract.

14. Indemnity

The selected contractor hereby agrees to protect, indemnify, defend and hold harmless City, its officers, agents, and employees from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the Consultant's, its officers', agents' or employees' negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law may impose strict liability on the Proposer in the performance or nonperformance of the agreement.

II. SPECIAL CONDITIONS (continued)

15. Interest of Proposer

At all times the contractor shall be deemed to be an independent contractor and the proposer shall not be authorized to bind City to any contract or other obligation. Under the agreement, the contractor shall certify that no one who has or will have any financial interest under the agreement is an officer or employee of City.

16. Entire Agreement:

The agreement between City and the selected contractor will constitute the entire agreement of the parties hereto, and will supersede any previous agreement or understandings. The agreement may not be modified except in writing and executed by both parties.

17. Governing Law:

The laws of the State of California shall govern this RFP process and the agreement. All services provided to City shall comply with all policies, rules and regulations which may be in effect during the term of the agreement, as well as all federal, California and local statutes, ordinances, and regulations.