



REQUEST FOR PROPOSAL

**SECURITY SERVICES AT THE CITY-OWNED PROPERTIES AT:
CITY HALL CAMPUS (CITY HALL, CARNEGIE FORUM, PARKS, RECREATIONAL
& CULTURAL SERVICES AND FINANCE SERVICES/CUSTOMER SERVICE)
HUTCHINS STREET SQUARE
LODI PUBLIC LIBRARY
LODI TRANSIT STATION & PARKING STRUCTURE
LODI ACCESS CENTER**

Date Issued: Thursday, June 18, 2026

Date Due: Thursday, July 23, 2026

**Responses Received and Opened at the Finance Office,
City of Lodi
310 W. Elm St
Lodi, CA 95240**

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A. NATURE OF SERVICES REQUIRED

1. Background

The CITY of Lodi (CITY) is a municipality located in San Joaquin County, approximately 16 miles north of Stockton and 36 miles south of Sacramento. An estimated population of 69,743 resides within the CITY's approximately 12 square miles.

The City oversees and operates the buildings at the City Hall Campus comprised of 221 W. Pine Street (City Hall), 305 W. Pine Street (Carnegie Forum), 230 W. Elm Street (Parks & Recreation Services) and 310 W. Elm Street (Finance Services/Customer Service); 24 S. Sacramento Street (Transit Station); 50 N. Sacramento Street (Transit Parking Structure); 201 W. Locust Street (Lodi Public Library); 125 S. Hutchins Street (Hutchins Street Square); and 710 N. Sacramento Street (Lodi Access Center). The City seeks unarmed security guard services to patrol and protect City-owned properties at the above locations.

2. Scope of Work

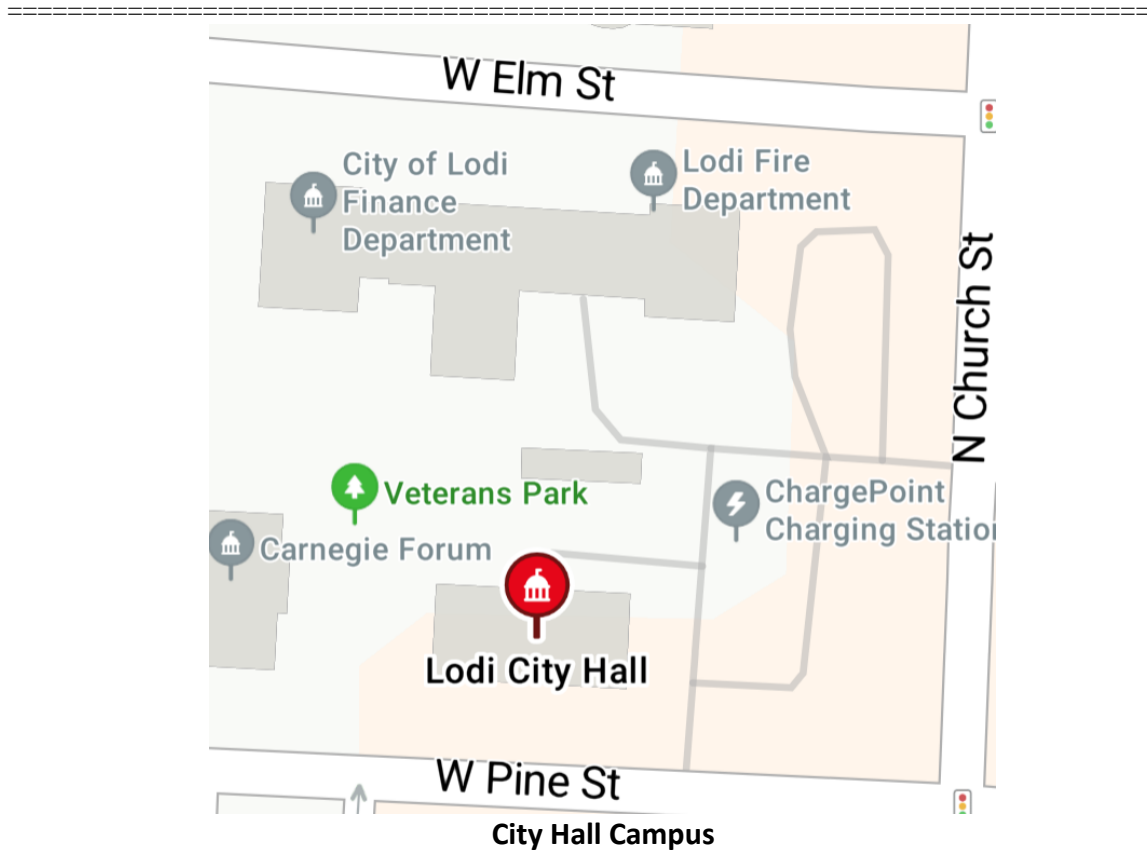
The Scope of Services as set forth in this RFP, represents an outline of the services which the CITY anticipates the successful proposer to perform, and is presented for the primary purpose of describing the CITY's expectations for security services without necessarily describing each individual task in all-inclusive detail. A more precise scope of services in the contract for security services may be negotiated between the CITY and the successful proposer. For the purposes of this section, the term "CONTRACTOR" represents the successful proposer. The CITY's Contract Representative is the City of Lodi Administrative Services Director and her designees.

As a minimum, the CONTRACTOR responsibilities are anticipated to be, but not limited to the following:

City Hall Campus

Provide one (1) certified security guard to provide a quick security check of the City Hall Campus (221 W Pine Street, Lodi, CA) Monday through Friday mornings prior to 7:30 a.m., except when the city offices are closed on Fridays and major holidays in which City Hall and the Finance Department are closed. Guards scheduled to provide security at the Transit Station and/or Parking Structure may be assigned to provide the City Hall Campus morning security check as the Transit Station and Parking Structure are within close proximity to City Hall.

City Hall Campus includes City Hall, Carnegie Forum, Parks, Recreation and Cultural Services and Finance Services/Customer Services.



Hutchins Street Square

Provide certified security guard(s) for coverage of the Hutchins Street Square (HSS) (125 S. Hutchins Street, Lodi, CA) as needed for special events in which those hours will be requested in advance:

1. Guard arrival times are 30 minutes before events, except for theatre events in which arrival time shall be one (1) hour before House Doors open. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e., reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS onsite manager or event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Area of security service shall include back of sidewalk encompassed by four (4) streets surrounding HSS: Hutchins, Rose, Walnut and Oak Streets. HSS will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of HSS Community Center as directed for the event. In addition to the security sweeps, upon arrival to HSS Community Center, the guard(s) will report to check in with the HSS onsite manager or event attendant for

site placement, depending on event requirements. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.

3. Guards shall make available, at any time while on duty, their security guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid security guard card shall be grounds for termination of the contract. Service provider will contact HSS onsite manager or event attendant immediately on issues that arise during supervision, and must advise HSS employee if/when Lodi Police Department and/or Lodi Fire Department is onsite. An incident report must be completed and submitted.

Guards must have a cellular phone for communication with the Lodi Police or other departments/individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty. Security guard(s) will patrol areas as specified by HSS onsite manager or event attendant via radio issued by HSS facility staff.

Lodi Public Library

Provide one (1) certified security guard equipped with a cellular phone for coverage of the Lodi Public Library (201 W Locust Street, Lodi, CA) during the following business hours and as needed for special events in which those additional hours will be requested in advance:

Monday:	10:00 a.m. – 6:00 p.m.
Tuesday:	10:00 a.m. – 6:00 p.m.
Wednesday:	10:00 a.m. – 6:00 p.m.
Thursday:	12:00 p.m. – 8:00 p.m.
Saturday:	10:00 a.m. – 5:00 p.m.
Sunday:	10:00 a.m. – 2:00 p.m.

The security guard shall enforce the Library Behavior Policy; shall patrol the complex grounds by foot during contracted hours; shall protect against vandalism, theft or any acts of aggression toward the buildings and surrounding property, the personal property of the tenants and employees, and the tenants' and employees' physical well-being; and shall challenge any intruder suspected of the above acts and notify the local authorities for assistance.

Security personnel assigned to the Library shall demonstrate experience working in public-facing civic environments with vulnerable populations, including libraries, shelters, community centers, or transit facilities. Library management retains authority over operational decisions, patron service determinations, and enforcement direction related to the Library Behavior Policy.

Transit Station and Parking Structures

The Lodi Transit Station (24 S. Sacramento Street, Lodi, CA) functions as a central hub for passenger boarding and transit operations. The Station includes three (3) main buildings: the North Annex (training room, office, and break room), Transit Station Lobby (ticketing window, public seating, and public bathrooms), and the Clock Tower (bus driver breakroom). The station additionally includes an island-style bus stop area, gated bus parking area, passenger rail platform, and a small public parking lot.

The Lodi Transit Station Parking Structure (50 N. Sacramento Street), located adjacent to the Lodi Transit Station, is a three level, 330-space structure that provides free parking for the public, transit users, shoppers, tourists, and other visitors to the downtown area. These facilities are monitored by a camera surveillance system viewable from the guardroom computer as well as live streamed to the police department.

Service shall include security coverage at CITY transit sites 24 hours per day, 365 days per year (366 when applicable), including weekends and holidays. A security officer shall be on duty at all times and remain onsite during meal periods unless relieved by another officer.

Contractor shall provide routing patrols, monitor for suspicious activity, enforce no-loitering and no-camping policies, secure restricted areas, respond to incidents and calls for service, and provide incident reporting to the City.

Contractor shall be required to follow City-issued post orders specific to Transit facilities. These post orders provide detailed operational procedures and expectations and shall be considered an extension of the scope of services. Post orders may be updated by the City as operational needs change.

Contractor shall provide all equipment, including communication devices and body-worn cameras. Contractor shall provide a City-approved patrol transportation method, such as an electric golf cart, bicycle, or other approved patrol device, to allow security personnel to effectively patrol the Transit Station and Parking Structure facilities. Contractor shall be solely responsible for all costs associated with the operation, maintenance, repair, charging, and fueling of security equipment and patrol vehicles. The City shall not be responsible for repairs, maintenance, charging, or fuel costs associated with Contractor-provided equipment or vehicles.

This Agreement will be funded, in whole or part, with federal funds. Accordingly, the Contractor shall comply with all applicable federal requirements, including Federal Transit Administration (FTA) clauses, certifications, and other requirements incorporated into this Agreement (see attached Federal Requirements and Clauses). The Contractor shall remain eligible to participate in federally funded contracts

throughout the term of this Agreement and shall not be suspended, debarred, or otherwise excluded from participation in federal assistance programs.

The Contractor's price proposal shall include all labor, supervision, equipment, overtime, holiday pay, benefits, insurance, taxes, and all other costs necessary to provide continuous 24-hour security coverage.

Safety Ambassador Services – Near and Around Lodi Access Center

Provide Safety Ambassador services to support public safety, visibility, and community engagement within designated service areas, with a focus on the Lodi Access Center and surrounding neighborhoods.

Staffing & Coverage

- Provide one (1) unarmed security guard (Ambassador) assigned to the Lodi Access Center and surrounding area (see map below) for sixteen (16) hours per day, between 6:00 a.m. and 10:00 p.m., seven (7) days per week.

Patrol & Presence

- Maintain a visible, uniformed presence to promote safety and deter disruptive or unlawful behavior.
- The primary patrol route (see map below) shall consist of Sacramento Street between Daisy Avenue and Louie Avenue.
- Conduct continuous, active foot patrols within the designated service area at intervals of approximately every thirty (30) to forty (40) minutes.
- When not actively patrolling, Ambassadors shall remain observant and maintain active visual monitoring of Sacramento Street and surrounding areas, consistently scanning up and down the corridor. Personal phone use shall be limited and shall not interfere with situational awareness or assigned duties. During shifts, Ambassadors shall not play music, watch videos, play video games, or use earbuds/headphones, as these activities may impede effective observation, communication, and responsiveness.
- During each patrol pass, Ambassadors shall visually assess Daisy Avenue, Forest Avenue, and Louie Avenue. As they approach Louie Avenue, Ambassadors shall also visually assess Sacramento Street toward Turner Road; as they approach Daisy Avenue, Ambassadors shall visually assess Sacramento Street toward Lockeford Street.
- If activity is observed that warrants attention, Ambassadors shall walk down the respective street to assess and engage as appropriate or contact the Lodi Police Department via the non-emergency or emergency line, based on the nature of the situation.
- At a minimum of three (3) times per shift, Ambassadors shall inspect the alleyway between Sacramento Street and School Street (can be from the edge of the alleyway). If any activity requiring intervention is observed, Ambassadors shall

contact the Lodi Police Department via the non-emergency or emergency line, as appropriate.

- Respond to calls for assistance at the request of Access Center staff and provide de-escalation support within the public right-of-way, including requests made on behalf of surrounding businesses or residents.

Engagement & Response Expectations

- Ambassadors shall proactively engage with individuals who are loitering, camping in vehicles, or remaining in the area for extended periods without clear purpose within the designated patrol area.
- Engagements shall be conducted in a respectful, professional, and service-oriented manner, with an emphasis on voluntary compliance and connection to services when appropriate.
- If an individual refuses to comply with reasonable requests, or if Ambassadors determine a situation presents a safety concern, Ambassadors shall contact the Lodi Police Department non-emergency line. Emergency situations shall be reported via 911 in accordance with standard emergency protocols.
- Ambassadors shall exercise sound judgment and prioritize de-escalation whenever feasible.

Facility Interaction Protocol

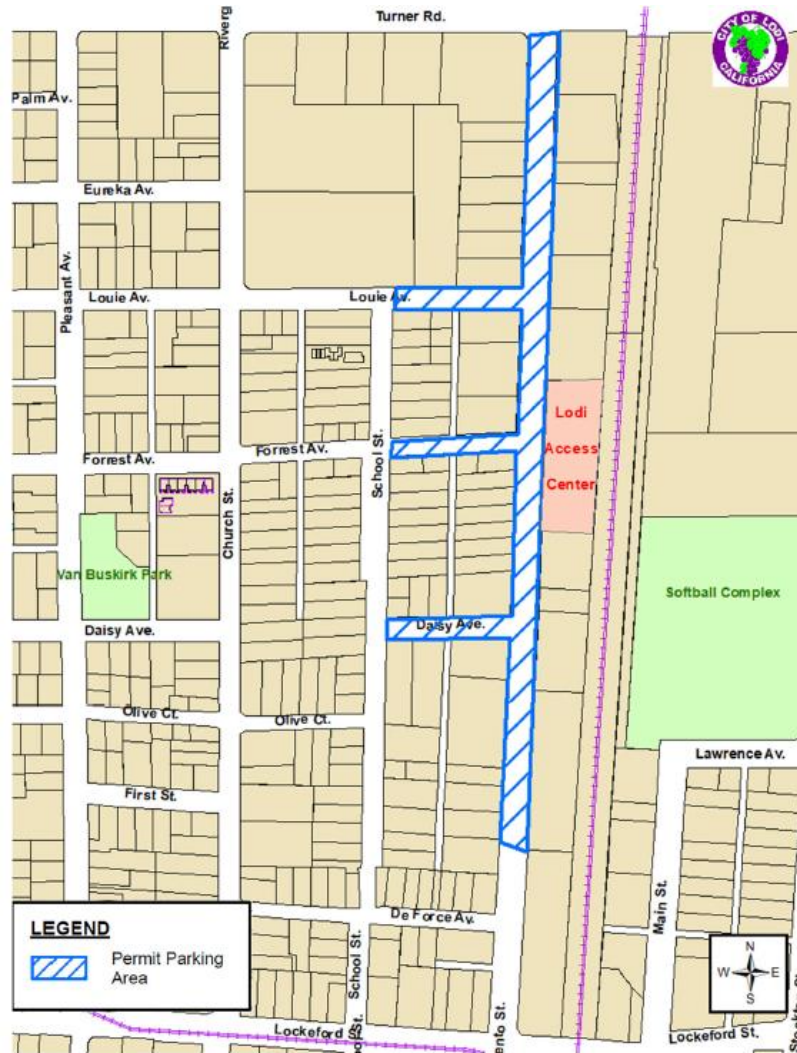
- Ambassadors shall remain outside of the Access Center facility during routine operations.
- Ambassadors shall only enter the facility or tent areas at the request of Access Center staff or City staff for the purpose of assisting with de-escalation.
- Ambassadors may utilize the intake area (not within the main gate) for breaks and shall remain at the designated bench. Ambassadors shall not enter the tent or other interior program areas during breaks.
- During inclement weather, including rain, Ambassadors may utilize the designated bench within the intake area for temporary relief; however, Ambassadors are still expected to maintain regular patrol intervals and continue foot patrol duties using appropriate weather gear.
- Access Center staff may also request Ambassador assistance within the public right-of-way along the established patrol route to support de-escalation efforts.

Coordination & Compliance

- Operate in compliance with all applicable City of Lodi municipal codes and regulations.
- Coordinate effectively with Access Center Staff and the Lodi Police Department, maintaining the ability to work both independently and collaboratively as appropriate.
- When invited, participate in relevant trainings provided by the Lodi Police Department and Access Center staff to support ongoing coordination, knowledge, and rapport.

Professional Conduct

- Maintain a professional, courteous, and service-oriented demeanor at all times.
- Demonstrate sound judgment, self-control, and the ability to effectively interact with individuals who may be distressed, experiencing disabilities, or under the influence of substances.
- Manage high-stress situations calmly and appropriately, prioritizing safety and de-escalation.



Lodi Access Center and Nearby Patrol Area

Additional Requirements

CONTRACTOR represents that it is familiar with the nature and extent of this contract, the services, and any conditions that may affect its performance under this contract.

CONTRACTOR further represents that it is fully experienced and properly qualified, complies with all applicable license requirements, and is equipped, organized, and financed to perform such services. CONTRACTOR will provide copies of CONTRACTOR's license to do business as a security guard provider and copies of individual guard licenses as requested by the CITY.

Services provided by CONTRACTOR will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of CONTRACTOR's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the CITY of CONTRACTOR's work will in no way relieve CONTRACTOR of liability to the CITY for damages suffered or incurred arising from the failure of CONTRACTOR.

1. Pre-Start Up Conference

A start-up meeting will be held within thirty (30) days prior to the start of this contract.

1. Post Orders (Duties) and Operating Procedures:

Prior to commencement of the contract, Contractor shall provide the following at no additional expense to the CITY:

- a. Meet with the CITY to review current security guard post orders (duties) and operating procedures.
- b. Amend current post orders and develop operating procedures, as necessary, to the mutual agreement of both parties; in writing.
- c. Hold an orientation/training meeting with assigned personnel, at which time they shall be given operating instructions and written post orders.

2. Locations & Service

The area of assignment is the City location sites, as stated above, and their perimeters, as described in "*Scope of Work.*"

The CITY reserves the right to modify the patrolled boundaries of each site, positions required, and operational hours at its discretion. This may include adding a security guard position, modifying hours, posts, and/or areas patrolled. The contract does not guarantee that these same posts and hours will remain for the length of the contract. The CITY reserves the right, at the discretion of the CITY, to increase or decrease the number of posts and/or hours, as needed, by notifying CONTRACTOR in writing.

Two (2) week written notice will be given for planned changes; verbal notice may be given for immediate unplanned changes (for example, in response to emergency conditions). The CITY will immediately follow verbal notices with written notices within two (2) hours.

3. Staffing Requirements

CONTRACTOR shall provide security guards and an account manager that will be dedicated to this contract and will respond to the CITY Contract Representatives, as applicable. CONTRACTOR hereby agrees that any of its employees assigned to satisfy CONTRACTOR's obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract. **The ability of this staff to successfully maintain this contract will have a direct bearing on the optional extension of the agreement.**

CONTRACTOR is required to hire a sufficient number of employees to staff all service locations/posts on a daily basis, including weekends and CITY-recognized holidays. (*CITY-recognized holidays are New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day*). CONTRACTOR will have contingency plans for supplying additional cleared and badged security guard resources as dictated by heightened security levels or unplanned events.

I. Security Guards:

CONTRACTOR shall provide a sufficient number of guards to staff all shifts on a daily basis, including weekends and CITY-recognized holidays. CONTRACTOR shall be directly responsible for the conduct of all employees under the authority of this agreement at the CITY facilities; notwithstanding the legal relationship entered into by and between CONTRACTOR and their employees, even independent contractors.

II. Account Manager:

CONTRACTOR shall maintain an Account Manager sufficient to manage the needs of the contract and the selected individual shall be approved by the CITY Contract Representatives. The Account Manager's function shall be to facilitate the administration of the agreement and to coordinate said operation. The Account Manager shall provide oversight, guidance, and direction to all security guard personnel assigned to work under this contract. The Account Manager will brief with assigned personnel, report on performance, act as necessary to guide and direct low performing employees toward improved productivity and correct inappropriate or poor behavior immediately. Additionally, the Account Manager will receive all Daily Activity Reports and Security Incident Reports from security guard personnel during their shifts and will review each report for completeness and readability.

CONTRACTOR shall keep the CITY Contract Representatives informed, in writing, of the name and telephone number of the Account Manager who can be contacted at any time and who is authorized to represent

CONTRACTOR in all matters pertaining to the agreement. The Account Manager shall have a reasonable level of authority to act on behalf of CONTRACTOR on all operational, personnel and contractual matters (i.e. post order modifications, conduct or personnel issues, and notification of security changes). The Account Manager is the CITY's first line of contact for any issue.

III. Field Supervisor:

CONTRACTOR shall provide a Field Supervisor dedicated to this Contract. The Field Supervisor will be responsible for inspecting each site at minimum, monthly. Field Supervisor will be responsible for the following:

- Provide daily, constant and consistent supervision, guidance and direction to all security guard personnel assigned to work under this contract. The Field Supervisor will brief regularly with assigned personnel, report on performance, act as necessary to guide and direct low performing employees toward improved productivity and correct inappropriate or poor behavior immediately. The Field Supervisor is key to the development and continual oversight for field personnel. The Field Supervisor is the first line of contact for personnel for issues observed, low productivity, policy or post order violations and in addition, to recognize excellent performance, support and acknowledge employee initiative, guide and direct and report up the chain of command.
- Receive all Security Incident Reports from security guard personnel during their shifts. Supervisors will also submit Security Incident Reports detailing their involvement in any incidents. Supervisors will review each report for completeness and readability.
- Make random security checks on security personnel to monitor performance and appearance, and on sites to ensure contract performance.
- Monitor the performance and appearance of all staff members.
- The Field Supervisor and Account Manager may be the same person.

4. Removal / Replacement of Contractor Employees

CITY reserves the right to require that CONTRACTOR remove any employee from service to the CITY under this contract upon a determination that the individual is not qualified for either suitability or security reasons, or is found to be unfit for the performance of duties. Any employee that has been removed at the CITY's direction may still be employed by CONTRACTOR for other work not involving the

CITY. CONTRACTOR shall bear full financial responsibility for costs when removal/replacement is necessary as determined by the CITY.

5. Required Equipment

All expenses relating to the supply, maintenance, upkeep, and repair/replacement of the equipment are CONTRACTOR's responsibility. CONTRACTOR shall furnish all labor, equipment, materials, and supplies to satisfactorily perform protection and patrol services.

- I. Identification Badge: Picture identification badge with pertinent employee and CONTRACTOR information shall be provided. Each guard must have an authorized Identification Badge before being admitted to the premises.
- II. Personal Equipment: Flashlights, batteries, and replacement parts, and inclement weather clothing shall be provided as required.
- III. Communication Equipment: All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on site, if applicable, the service provider's dispatch center, and CITY representatives.
- IV. Sweep Verification Equipment: The CITY shall receive daily verification of hourly sweeps performed by CONTRACTOR employees. A key and clock or magnetic card technology system, or equivalent system (i.e. mobile phone app with location scanning), must be provided in order to verify the hourly sweeps.
- V. Digital Cameras: All guards must be equipped with devices capable of producing acceptable-quality photographs for incident reporting purposes.
- VI. Body Cameras: All guards must be equipped with a device capable of video recording guard interactions; the device will be mounted to their chest while patrolling, and should be turned on during incident investigation and/or security guard interactions.
- VII. Non-permitted Weapons: Possession of lethal weapons by guards is prohibited. Guards carrying batons or chemical agents must have a valid certification issued by the State of California and have the certification in their possession at all times while on duty and provide the same to the event attendant or site manager prior to starting a shift.

CONTRACTOR shall repair and/or replace broken, defective or malfunctioning equipment, whether such equipment is in active use or is being used as a backup, within a reasonable time after the need for such repair and/or replacement is discovered.

6. Training Requirements

- I. Contractor Provided

CONTRACTOR must provide appropriate training to employees prior to the start of service and must maintain its on-going training program throughout the term of the agreement to ensure competent work performance. CONTRACTOR must submit training documentation for each employee, upon request. To ensure that the employee can carry out required duties, examples of training may include:

- Legal Aspects of Security
- First Aid
- Fire prevention, control and suppression; use of fire extinguisher
- Hygiene practices
- Hazard communication
- Patrol Techniques
- Security guard safety
- Crime Prevention
- Traffic control
- Non-confrontational/ "de-escalation" communication techniques.

Security personnel assigned to the Lodi Public Library shall demonstrate experience and/or training in public-facing community environments serving diverse populations, including de-escalation techniques, trauma-informed practices, mental health awareness, customer service, and interactions with youth and vulnerable populations.

As a part of its proposal, CONTRACTOR shall identify the training courses given to security guards. The CITY reserves the right to audit CONTRACTOR's training records.

7. Contractor Requirements

The CITY Contract Representatives will decide all questions which may arise as to the quality and acceptability of any work performed under the agreement. If, in the reasonable opinion of the Contract Representatives, performance becomes unsatisfactory, the CITY shall notify the CONTRACTOR.

I. General Responsibilities

CONTRACTOR shall:

- Maintain files/reports for security-related documentation.
- Assist CITY personnel and transit operations staff in emergency situations to include, but not be limited to: special events, crowd control, service interruptions, collisions, fire/life safety incidents, etc.
- Provide data and/or reporting of incident events for programs, events or plans that support CITY safety and security objectives.

- Provide information as required for reports, criminal trending, calls for service and actions taken on any electronic citation device (devices provided).
- Maintain standards of conduct, which includes but is not limited to: discipline, excellent professional appearance, professional demeanor, integrity, and attention to duty among CONTRACTOR employees.
- Require the security personnel to proactively practice CITY expected conduct, CITY security policies, procedures and orders.
- Act as the agent for the CITY to enforce their published policies and rules. CONTRACTOR will request the assistance of local law enforcement for removal of individuals from the properties when they fail to abide by CITY policies and rules as well as civil and criminal code violations.
- Notify law enforcement of any illegal or unauthorized activity as observed.
- Provide documented account of all activity witnessed and assist law enforcement as required. Ensure that prompt action is taken to address security incidents and, to the extent observed, accidents, fire, property damage and safety hazards.

II. Reporting

CONTRACTOR will provide comprehensive reports and data to the Contract Representatives for the purpose of evaluating the quality and appropriate deployment of security services. Such reports include:

- Daily Activity Report – Detailing notable security-related occurrences, including verification of hourly sweeps.
- Incident Report – Detailing significant security-related occurrences; including security and criminal activities, abandoned vehicle information, homeless graffiti, homeless incidents. Provide photographs when appropriate.
- Maintenance Issue Report – Detailing observed facility issues including vandalism to structure or facilities, abandoned property, tampering with facility controls, utilities, and any other appurtenances; including photographs when appropriate. May be included in Daily Activity Reports.
- Once monthly, CONTRACTOR will submit a comprehensive report on the previous month's activities. This report will contain field supervisor's weekly inspection reports, supervisory review reports, alarm response incidents, a complete listing of incident reports, a complete listing of facilities maintenance issues reported, staff training, staff turn-over statistics, and emerging or continuing challenges or issues.

The Account Manager will be available to meet and discuss incident reports, employee performance, billing questions, and other security issues on an as needed, or regularly scheduled, basis as requested by the CITY.

Reports shall be provided to the CITY in a timely manner; no later than 24 hours from day's end daily activity reports, and within a business day for security incident reports.

III. Duty Assignments

Contractor shall record all duty assignments, in a format approved by the CITY ensuring that the following information is captured:

- Employee start/end date and time
- Post/duty performance
- Employee brief/relief periods
- Supervisory review/inspections
- Signature/print of subject employee
- Signature/print of certifying official

IV. Personnel Changes and Substitute Personnel

Substitute personnel shall be equal in qualifications to regularly assigned personnel. CONTRACTOR shall provide guards at fixed posts with fully trained and qualified replacements to allow for comfort, personal needs, stress, meals, or other required or requested absences from post. CONTRACTOR shall provide break relief personnel at no additional charge. All costs associated with this requirement shall be included in the contracted unit rates.

CONTRACTOR shall have the ability to respond to both permanent and temporary changes in staffing or number of posts in the time frame required by the CITY. Verbal notice may be given, when necessary, but will be followed with written notice (see section "3. Locations & Service").

8. Recruitment Responsibilities

CONTRACTOR shall maintain an active personnel screening, recruitment, selection, and retention program to provide sufficient personnel to fill the positions at all posts identified. This program shall aim to deter employee attrition and promote stability in the work force, being sufficient to keep abreast of attrition and shall be an adjunct to the management and training programs.

I. Minimum Qualifications of Assigned Guards:

Qualifications include:

- Must be 21 years of age or older.
- May have no felony convictions.
- Must clear background check.

- Must be fluent in English and be able to communicate with the general public in a face-to-face setting or by telephone.
- Must be literate in the English language to the extent of reading and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.
- Must be physically capable of operating motor vehicles safely, and possess a valid driver's license.
- Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies.
- Must be able to observe behaviors and report details accurately.
- Must be able to remain in a standing or sitting position for extended periods of time and be able to travel on foot across rough, uneven or rocky surfaces.
- Must be able to work in a variety of weather conditions with exposure to the elements.
- Must maintain a level of physical fitness necessary to climb stairs or ladders, and lift and/or move objects weighing up to 50 pounds. Must be physically capable of performing foot patrols and remaining vigilant and active while on duty.

II. Security Guard Duties and Responsibilities

The duties below are subject to change and shall be enumerated in full detail post-contract award, during orientation, and through post orders:

III. General Duty Requirements

Security Guards shall:

- Carry their certification identification card at the job site.
- Ensure compliance with post order procedures and guidelines.
- Keep the work area free of obstacles and debris.
- Observe and report suspicious activities/persons by contacting 911 in emergencies or for crimes in progress or Lodi Police Department non-emergency line for non-emergencies. In the event of a violation, the guard shall call the appropriate law enforcement agency and, if appropriate, notify the Contract Representative and/or complete necessary reports.
- Summon medical assistance as appropriate.
- Account for all security badges, keys and locks. Keys shall not be duplicated.
 - If a security guard employee loses or duplicates a key without authority, the CITY may require suspension or removal of the individual from the contract.

- If the security of keys or lock system has been compromised by the actions of the security guard, the lock or system shall be replaced in total or in part by the CITY, and all costs for such replacements shall be borne by CONTRACTOR.
- Provide security during special events and emergency situations to protect facilities, employees, properties, and visitors. Security support shall also be provided during investigations of violations of Federal, State, and local laws that appear to pose threats to the security and safety of any facility or personnel.
- Follow any CITY provided specific protocols.
- Follow CONTRACTOR provided site-specific protocols.
- Perform other specific duties as assigned by the Contract Representatives.
- Have a general understanding of counter-terrorism measures and behavior assessment. Report any and all incidents relating to possible or suspected threats to CITY.
- Know how to operate a radio, telephone, or equivalent communication device to dispatch and respond to security incidents and alarms.
- Conduct preliminary and follow-up investigations on incidents or complaints.

IV. Patrols and Sweeps

Security Guards shall:

- Walk, bike, or use a motorized cart in the supervision of the CITY sites as needed or permitted.
- Monitor building security parameters and report non-compliance of rules and regulations, taking appropriate actions in accordance to post orders.
- Conduct security inspections to ensure the protection of property, building security and fire and safety hazards.
- Conduct hourly scheduled and/or unscheduled security inspections of property and facilities within the purview of this contract.
- Utilize the surveillance system described in '*Scope of Work*,' to proactively search for suspicious activity and/or people, and act on surveilled instances when necessary.
- Deviate from prescribed schedules covering patrol routes whenever unusual conditions or circumstances so demand. Such deviations and the reasons therefore are to be recorded in the daily reports.

V. Customer Service Requirements

Security Guards shall:

- Demonstrate a professional attitude at all times and be fully prepared to work at designated times in assigned post areas. Guards must appear professional and must be approachable, calm, energetic, pleasant and polite. Provide personalized service when appropriate to meet customer needs.
- Communicate effectively and maintain eye contact and check for the customer's understanding; i.e., ask questions. The guard must be able to assist any special needs customers and CITY employees.
- The guard should be discrete, offer a solution, and follow through when problems arise. The guard should remain calm, show an understanding for the customer's situation, and notify a supervisor or management personnel when necessary to keep a situation from escalating.
- All security guard personnel must be fully trained to provide customer assistance and provide clear and accurate information on request.
- Be courteous, professional and informative when interacting with the public, CITY personnel, contractors and vendors.
- Not accept gratuities and/or gifts, such as money, lunches, or free items.
- Speak clearly and concisely when reporting situations on the radio.

VI. Reporting Requirements.

Security Guards shall:

- Immediately report any confrontations, security-related issues, or safety concerns.
- Report potentially hazardous conditions in buildings or areas and items in need of repair, e.g., inoperative locks, broken fences, barrier damage, lighting and landscaping deficiencies, and any other potentially dangerous situation. CONTRACTOR shall immediately follow up with written reports and log entries.
- Create written incident reports, independent from the police report, of intrusion, fire, theft, vandalism, disruptive behavior, criminal behavior, persons requiring emergency assistance, security breaches, unauthorized entry by any persons known or unknown, conditions which may be a hazard to the health or safety of employees or visitors, surveillance being conducted, or suspicious activity. Incident reports shall list all pertinent facts, including damage to property (with photographs), or the observation of any unusual or suspicious activities, and immediate appropriate action taken to address the issue. Incident reports must be submitted to CITY project representatives within 12 hours after incident occurrence.
- Maintain a written record of all checks performed; include time, date, and name of the guard performing the checks.

- Maintain a duty log of activities or incidents that require action at a station or post. Separate additional reports shall be prepared on accidents, injuries, fires, bomb threats, and all other unlawful acts, security violations, or any other unusual incidents or events using the prescribed paperwork.
- Ensure that all reports and other documents (i.e., event reports, logs, accident reports, and report of investigations), are written clearly, legibly and accurately. All reports and documents are the property of the CITY.

VII. Security Guard Appearance

A professional appearance is required of all security guards and considered a major asset of any private security company. The CITY prides itself in having a highly motivated, customer service-oriented and professional staff to maintain security at its public transit locations. Any contracted entity must provide this quality of seamless service and will be highly scrutinized.

Guards shall not be permitted to read unauthorized material in public view. No personal phone calls will be permitted except in an emergency.

VIII. Attire

- A CONTRACTOR-issued uniform is required; uniforms are to be of good fit, clean pressed, and kept in good repair and condition.
- The CITY will have authority to approve all guard uniforms prior to wear. No unauthorized uniforms or accessories are permitted. Uniform items that resemble any component of Lodi Police Department uniforms will not be approved.
- Shirts/blouses shall be of solid color with shoulder or breast pocket identification patches not less than two (2) inches that include company logo and name.
- All outer uniform shirts will be worn with a corresponding crew or V-neck t-shirt so as not to contrast with the outer shirt (i.e., no black or navy blue undershirts under a white uniform shirt).
- All shirts shall be tucked in.
- All guard personnel performing under this contract shall wear the same color and style uniform.
- No guard may enter on duty until he/she has a complete uniform which meets the requirements stated above.
- Any necklaces worn will be conservative and will not be worn on the outside of the uniform shirt.
- Full-length slacks shall be of a solid color.

- Hats are not required, but may be worn if provided by CONTRACTOR and consistent in color, style and logo design of CONTRACTOR. Such hats will be worn appropriately on the head, facing forward. No personally owned hats will be worn. Footwear will be black, laced or zipped, shined and in good repair/condition. Sandals are not allowed. Socks will be color appropriate with the uniform but not white.
- Rain gear and/or jackets with the designated logo may be worn but must match existing uniform.

IX. Hygiene

- All guard personnel shall, at all times while on duty, be neat in dress and use proper hygiene. No smoking, chewing tobacco, or uses of any tobacco products of any kind are permitted while on duty.
- Facial hair if kept in a clean and trimmed manner acceptable to the CITY.
- Body odor shall be controlled so as not to be offensive.
- Proper oral hygiene shall be used.
- Face and body shall be clean and kept free of dirt.
- Make up and nails shall be kept neat and conservative.

X. Professional Conduct

CONTRACTOR shall ensure the highest standards of employee competency, conduct, cleanliness, appearance, and integrity are maintained. Assignments shall be performed in accordance with prescribed regulations as well as in a safe and secure manner. Contract personnel are subject to all Federal, State, and local laws in the jurisdiction in which they are performing services. The CITY reserves the right to direct the removal of any security guard determined to be in non-compliance with requirements and CONTRACTOR shall bear full financial responsibility. A determination to remove may be made as a result of violations of post orders, delinquency, or any of the following acts of misconduct with the provisions of section “5. Removal / Replacement of Contractor Employees.”

- Failing to demonstrate courtesy and good manners.
- Unauthorized use of CITY property inclusive of computers, communication equipment, telephones or radios, automobiles, or any other CITY property.
- Unauthorized reproduction or recording of CITY property inclusive, but not limited to, surveillance camera footage and security reports.
- Falsifying or unlawfully concealing, removing, mutilating or destroying any official documents, records, badges, keys, or concealing material facts by intentional omission from official documents or records. Entertaining, socializing or entering into business arrangements with, or giving legal advice to persons while on CITY property.

- Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on CITY property.
- Disclosing any official information to include duties or responsibilities under this contract, or writing, or distributing any news or press releases without expressed written permission from the CITY.
- Engaging in inappropriate discussions concerning internal matters, policies, grievances, legal issues, or personalities, or financial, personal, or family matters with CITY employees, the public, or any known associate of the above, except as authorized by law.
- Disclosure of duty assignment(s) or security related issues without the express approval of the CITY.
- Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned task, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security, or any other act, that constitutes neglect of duties.
- Failing to remain on duty until properly relieved or deserting a duty post.
- Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarreling, intimidating by words or actions, fighting or participating in disruptive activities.
- Gambling or unlawfully wagering or promoting gambling.
- Accepting gratuities and/or gifts, such as money, lunches, or free items.
- Using uniform, uniform or security badge and/or other identification for other than official business while on or off duty.
- Unethical or improper use of official authority identification or credentials e.g., badges, passes and other document providing special access or privileges.
- Knowingly giving false or misleading statements or concealing material facts in connection with official reports, records, investigations, or about other contract employees/officials, the general public and CITY employees.
- Involvement in any form of discrimination or sexual harassment.
- Failing or delaying (without justifiable cause) to carry out a proper order of a Contract Representative.
- Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break areas.
- Possession of a weapon while on duty, unless carrying valid certification issued by the State of California.

XI. Liquidated Damages

If CONTRACTOR fails to perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the CITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to the CITY as fixed, agreed upon liquidated damages based on the amounts listed below. After being contacted by the CITY, CONTRACTOR shall immediately respond to the complaint and take corrective action at no cost to the CITY. Additionally, the CITY may impose the following liquidated damages on a per observed violation basis:

Posting security-sensitive CITY-related comments or photos on any website to include, but not be limited to, social media websites.	\$250 per occurrence
Sleeping while on duty.	\$250 per occurrence
Unauthorized use of CITY property to include but not be limited to, official documents, badges, keys or equipment.	\$250 per occurrence
Falsifying official reports, documents.	\$250 per occurrence
Failure to prepare and/or submit Incident Report to CITY within one business day of occurrence.	\$250 per occurrence
Allowing unauthorized individuals to accompany, visit, or shadow employee while on duty.	\$250 per occurrence
Falsifying patrol verification.	\$250 per occurrence
Accepting or soliciting anything of value in connection with official duties.	\$250 per occurrence
Using uniforms or other official identification media for other than official business while on or off duty.	\$250 per occurrence
Violation of established post orders.	\$250 per occurrence
Violation of uniform/appearance standards.	\$250 per occurrence
Absent from site while on duty or abandonment of post.	\$500 per occurrence
Excessive socializing so as to interfere with duty.	\$250 per occurrence
Locking themselves out of site facilities.	\$250 per occurrence

B. GENERAL TERMS AND CONDITIONS

1. Proposal Requirements

- a. Requirement to Meet All Provisions** - Each individual or firm submitting a proposal (bidder) will meet all of the terms and conditions of the specifications in the Request for Proposals (RFP). By submitting a proposal, the bidder

acknowledges agreement with and accepts all provisions in the specifications of the Request for Proposal.

- b. Proposal Submittal** - Each proposal must be submitted in the form provided in the specifications and accompanied by any other required information or supplemental materials. Proposal documents shall be submitted in hard copy and enclosed in a sealed envelope addressed to:

**City of Lodi
Administrative Services Director
310 W. Elm St.
P.O. Box 3006
Lodi, CA, 95241-1910**

In order to guard against premature opening, the proposal should be **clearly labeled** with the **RFP title, name of bidder, and date and time of proposal opening**. No FAX submittals will be accepted.

- c. Proposal Withdrawal and Opening** - A bidder may withdraw a proposal, without prejudice prior to the time specified for opening by submitting a written request to the Administrative Services Director for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered.
- d. Submittal of One Proposal Only** - No individual or business entity of any kind will be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
- e. Vendor Questions** - Any questions about this RFP shall be submitted in writing to Jamie Bandy at jbandy@lodi.gov on or before **July 9, 2026, at 3:00 P.M. PST**. City will post written responses to questions no later than **July 16, 2026 at 5:00 P.M. PST**. Any addenda necessary as a result of questions or clarifications will be posted no later than July 16, 2026.

2. Contract Award and Execution

- a. Proposal Retention and Award** - The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations as the interest of the City may require. See the Special Terms and Conditions for any other proposal evaluation and award criteria.
- b. Competency and Responsibility of Bidder** - The City reserves full discretion to determine the competence and responsibility of bidders. Bidders will provide, in a timely manner, any and all information that the City deems necessary to make such a decision.
- c. Contract Requirement** - The bidder to whom award is made will execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to address given in its proposal.
- d. Failure to Accept Contract** - The following will occur if the bidder to whom the award is made (Contractor) fails to enter into the contract: The award will be annulled; and an award may be made to the next bidder who will fulfill every stipulation as if it were the party to whom the first award was made.
- e. Insurance Requirements** - Contractor will provide proof of insurance in the form, coverage, and amounts specified in these specifications within ten (10) calendar days after notice of contract award as a precondition to contract execution. (See attached).
- f. Business License Registration** - The Contractor must have a valid City of Lodi business license registration certificate prior to execution of the contract. Additional information regarding the City's business license registration program may be obtained by calling (209) 333-6717.

3. Contract Performance

- a. Ability to Perform** - The Contractor warrants that it possesses, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city and special district laws, ordinances and regulations.
- b. Laws to be Observed** - The Contractor will keep itself fully informed of and will observe and comply with all applicable state and federal laws and county

and City of Lodi ordinances, regulations and adopted codes during performance of the work.

- c. **Safety Provisions** - The Contractor will conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- d. **Public and Employee Safety** - Whenever the Contractor's operations create a condition hazardous to the public or City employees, the Contractor will, at its expense and without cost to the City, take such protective measures as are necessary to prevent accidents or damage or injury to the public and the employees.
- e. **Immigration Act of 1986** - The Contractor warrants on behalf of itself that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws will be employed in the performance of the work hereunder.
- f. **Contractor Non-Discrimination** - In the performance of this work, the Contractor agrees that it will not engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
- g. **Payment Terms** - The City's payment terms are 30 days from the receipt of an original invoice.
- h. **Interests of Contractor** - The Contractor covenants that it presently has no interest, and will not acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest will be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor will at all times be deemed an independent contractor and not an agent or employee of the City.
- i. **Hold Harmless and Indemnification** - The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or

services herein, and all expenses of investigating and defending against the same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

- j. Contract Assignment** - The Contractor will not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

- k. Termination** - If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform; which notice must give the Contractor a ten calendar day notice of time thereafter in which to perform said work or cure the deficiency. If the Contractor has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such action shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor. Thereafter, neither party will have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety will remain in full force and effect, and will not be extinguished, reduced, or in any manner waived by the termination thereof. In said event, the Contractor will be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined at the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, will the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

C. SPECIAL TERMS AND CONDITIONS

1. Contract Term

A three-year contract is contemplated with an option to renew for an additional five years. At the end of each year, the City reserves the right to terminate services for the subsequent year upon 90 days notification.

2. Proposal Content

To be considered, the following materials must be received at the Finance Department by **July 23, 2026, at 11:00 A.M.**, located at 310 W. Elm Street, Lodi, CA 95240.

Five copies of the Proposal to include the following (if electronic, only one copy is needed):

- a. **Cover Page:** This is to be used as the first page of the submission of the bid package. This form must be fully completed and signed by an authorized officer of the firm.
- b. **Bidder Certification/Addenda Acknowledgement**
- c. **Executive Summary:** This part of the response to the REQUEST FOR BIDS should be limited to a brief narrative highlighting the bidder qualifications and experience. This section should not **exceed one (1) page**.
- d. **Firm Information/Organization:** The bidder must identify the Account Manager who will be working directly with the City and engaged in managing the work. Identify the responsibilities of the key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities for performance of the services required. The City reserves the right to approve or disapprove any change to the successful bidder Account Manager. Personnel changes that impact the contract may result in the cancellation of the contract. The Plan shall include, at a minimum, names, assignments and duties of all key personnel; schedules for recruiting and training of personnel; developing orders, schedules and format for daily and other reporting requirements; time-keeping, and billing and accounting procedures. This plan shall become effective when approved by the Contract Representatives.
- e. **Firm Experience and References:** At minimum, a bidder should have been in business as a provider for a minimum of two years. The Bid shall include at least three (3) references from past or current clients for similar types of services, with at minimum one (1) reference being similar-type governmental agencies. Include title and brief description of each project with the following information:
 - Client (contact person, address, telephone #, fax and email)
 - Date contract started to date completed (if applicable)
 - Nature of work for each contract (include all applicable work processes)

f. **Schedule of Professional Fees**

g. **Detailed Proposal:** The detailed proposal should follow the order set forth in this request for proposals.

3. **Proposal Review and Award Schedule** - The following is an outline of the anticipated schedule for proposal review and contract award:

Distribution of RFP	June 18, 2026
Deadline for submissions of questions	July 9, 2026
Responses to vendor questions provided	July 16, 2026
Proposal submission	July 23, 2026
Staff recommendation	September 3, 2026
Expected signing of contract	October 1, 2026

4. **Ownership of Materials** - All documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.

5. **Release of Reports and Information** - Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

6. **Copies of Reports and Information** - If the City requests additional copies of reports, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as requested, and City shall compensate the Contractor for the costs of duplicating of such copies.

D. AGREEMENT: Selected vendor will be required to execute an agreement substantially in the format attached.

E. INSURANCE REQUIREMENTS: [See attachment](#)

F. FEDERAL REQUIREMENTS: [See attachment](#)

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for _____ (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on _____, 2026 and terminates upon the completion of the Scope of Services or on _____, 2026, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, CITY may extend the terms of this Agreement for an additional two (2) year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event CITY

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn:

To CONTRACTOR:

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

KARA REDDIG
City Manager

APPROVED AS TO FORM:

By: _____
JOHN M. LUEBBERKE
Interim City Attorney

By: _____
Name:
Title:

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2026-LT (CA Formatted)



NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.



City of Lodi
Federal Clauses for Federal Transit (FTA) Procurements

Project Name:

City of Lodi Security Services 2026
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Date:	June-2026
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ALL CLAUSES & CERTIFICATIONS HEREINAFTER ARE PROVIDED FOR PROCUREMENTS (AS APPLICABLE) INVOLVING FTA ASSISTANCE, IN COMPLIANCE WITH FTA REGULATIONS, AND MAINTAINED FOR FTA REVIEWS

Acknowledgement of Applicable Federal Clauses

By signing below, I hereby acknowledge that I have read, understand and agree to the terms of the Federal Clauses provided in this document. Contractor will comply with all applicable federal requirements associated with FTA-funded contracts.

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

[Adapted From FTA C 4220.1F](#)

REQUIRED FEDERAL FORMS



INSTRUCTIONS: The following checklist contains required or optional forms that must be completed and signed by the bidder. Forms are located on the following pages.

GREEN HIGHLIGHTED = FORM IS <u>REQUIRED</u>
YELLOW HIGHLIGHTED = FORM IS <u>OPTIONAL</u>
RED HIGHLIGHTED = FORM IS <u>NOT REQUIRED</u>

REQUIRED?	Type of Form	CRITERIA
OPTIONAL	Disadvantaged Business Enterprise (DBE) Information Form <i>(FTA Contract Provision #8)</i>	Currently Not Required
OPTIONAL	Small Business Enterprise (SBE) Information Form <i>(FTA Contract Provision #8)</i>	Currently Not Required
YES	Certification Regarding Government-wide Debarment and Suspension <i>(FTA Contract Provision #10) Note: Prior to contract award the agency will verify that the contractor and applicable subcontractors are not suspended, debarred, or otherwise excluded from participation in federally funded transactions using the System for Award Management (SAM.gov).</i>	>\$25,000
YES	Certification Regarding Restrictions on Lobbying for Federal-Aid Contracts (if applicable, SF-LLL Disclosure of Lobbying) <i>(FTA Provision #13)</i>	>\$100,000
NO	Equal Employment Opportunity Certification <i>(FTA Provision #6)</i>	Federally-assisted construction >\$10,000
NO	Buy America Certification <i>(FTA Provision #12)</i>	Procurements of steel, iron, manufactured products and construction materials exceeding \$150,000.
NO	Non-collusion Affidavit	FHWA Funded Projects

The City of Lodi checks FTA guidance annually for new or revised third party contract forms. Date of last revision:	3/31/2026	by Julia Tyack
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COMPLETION OF THIS FORM IS OPTIONAL
 Information provided will NOT be used for any contract commitments, compliance, or monitoring.

CITY OF LODI BIDDER'S/PROPOSER'S DBE INFORMATION REQUEST FORM										 		
NAME OF PROJECT/PROPOSAL					FEDERAL AID PROJECT NUMBER							
PROPOSER BUSINESS NAME AND ADDRESS								BUSINESS LICENSE NUMBER				
NAME OF PERSON SUBMITTING BID				SIGNATURE OF PROPOSER					DATE			
CONTACT PERSON				CONTACT PHONE NUMBER				CONTACT EMAIL				
<small>Important: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE certification for each DBE subcontractor listed on this form. 4) Attach "Intent to Perform" Letter signed by the subcontractor.</small>												
							Disadvantaged Business Enterprise Participation		Small Business Enterprise Participation			
LIST BUSINESS FIRM(s): List Name, Address and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known)*	Annual Gross Receipts of Firm	Certified DBE (Y/N)	DBE Certification Number	Certified SBE (Y/N)	SBE Certification Number	Award Amount	Percentage of Contract Participation
A. PRIME Contractor												
B. Subcontractor/Suppliers												
TOTAL												
<small>* NAICS Code: North American Industry Classification System Code. Codes can be found at http://www.census.gov/eos/www/naics</small>												
<small>1. DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at http://dot.ca.gov/hq/bep/ucp.htm for a list of participating agencies.</small>												
<small>2. Important: Attach the proof of certification for each DBE or SBE firm used toward meeting the DBE or SBE goal if different from "Bidders/Proposers Information Request Form."</small>												
<small>3. This information will be compared for consistency with the "Bidders/Proposers Information Request Form."</small>												
<small>4. Use additional sheets as necessary.</small>												

COMPLETION OF THIS FORM IS OPTIONAL
 Information provided will NOT be used for any contract commitments, compliance, or monitoring.

COMPLETION OF THIS FORM IS OPTIONAL
Information provided will NOT be used for any contract commitments, compliance, or monitoring.

CITY OF LODI
Bidder Small Business Enterprise (SBE) Information Form & Checklist
(For projects with estimated cost greater than \$200,000)

Bidders are required to complete and submit this Form and Checklist with their bid.

Project Name: _____

Bidder's Name: _____

Address: _____

Bid Opening Date: _____

A. Definition of Small Business Enterprise

1. To participate as an eligible small business in projects administered by the City of Lodi, a firm must meet both of the following requirements:
 - a. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that a firm performs. The firm must hold one of the acceptable certifications listed in Section B below.
 - b. Even if a firm meets the above requirement, the firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$22.41 million (or as adjusted for inflation by the Secretary of U.S. DOT). SBA size standards vary by industry, and for certain industries may be higher than the \$22.41 million cap. For example, the SBA standard for a general construction contractor is \$33.5 million. If a general construction contractor's average annual gross receipts over the previous three years is \$25 million, while it is below \$33.5 million and meets the SBA size standard, it would be ineligible to participate as a small business for the City of Lodi's purposes as it exceeds \$22.41 million.

For information on SBA size standards, visit:

<http://www.sba.gov/content/table-small-business-size-standards>.

Affiliates are defined in SBA regulations 13 CFR Part 121.103.

B. Acceptable Comparable Small Business Enterprise Certifications

The City of Lodi will accept the small business enterprise certifications performed by other agencies, provided that the size standards described in Section A1a and A1b above are met.

If a firm is certified in one or more of the following programs, and meets City of Lodi size standards, the firm is automatically deemed a small business for City of Lodi purposes. The term "SBE" will be used collectively for qualified SBEs, WBEs, MBEs and other approved certifications. As indicated

COMPLETION OF THIS FORM IS OPTIONAL

Information provided will NOT be used for any contract commitments, compliance, or monitoring.

below, the City of Lodi may require an affidavit of size for each SBE prime contractor or subcontractor. Certifications from self-certification programs are not acceptable. City of Lodi may request and review financial data provided by SBE firms on a case-by-case basis to confirm eligibility. Firms must be certified as of the time of bid submittal.

1. **Disadvantaged Business Enterprise (DBE) certification** pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program (CUCP) or by the Unified Certification Program of any other state.
2. **State Minority Business Enterprise (SMBE) and State Woman Business Enterprise (SWBE) certification** by the State of California or by any other state provided that their certification complies with Section A1a or A1b above. In addition to copies of SMBE/SWBE certifications, bidders certified out-of-state must submit an affidavit of size for each SMBE/SWBE prime contractor or subcontractor at the time of bid submittal.
3. **Small Business (SB) certification** by the California Department of General Services (DGS) provided that their certification complies with Section A1a and A1b above. In addition to copies of SB certifications, bidders must submit an affidavit of size for each SB prime contractor or subcontractor at the time of bid submittal.
4. **Micro business (MB) certification** by the California Department of General Services for ALL industries.
5. **SBA 8(a) by the Small Business Administration** provided that their certification complies with Section A1a and A1b above. In addition to copies of SBA 8(a) certifications, bidders must submit an affidavit of size for each SBA 8(a) prime contractor or SBA 8(a) subcontractor at the time of bid submittal.
6. **SBE/MBE/WBE certification** from other state, county, or local government-certifying agency provided that their certification complies with Section A1a and A1b above. In addition to copies of certifications, bidders must submit an affidavit of size for each certified prime contractor or subcontractor at the time of bid submittal.

Small Business Enterprise (SBE) Information	YES	NO
Contractor agrees to attempt to contract with SBEs.		
Contractor has purchased at least one display ad in a newspaper of general circulation announcing opportunities on the project and encouraging SBEs to submit bids.		

COMPLETION OF THIS FORM IS OPTIONAL

Information provided will NOT be used for any contract commitments, compliance, or monitoring.

Contractor intends to secure subcontractors from the following sources (please describe):

Please check all boxes that apply:

Advertised existing and projected subcontracting opportunities by posting notices which identify the projects, the qualifications required, and where to obtain additional information in conspicuous authorized public places, including but not limited to post offices, libraries and newspapers of general circulation.

- Conducted a subcontracting informational meeting to inform potential subcontractors of existing and projected contract opportunities (may be combined with other contractors).
- Conducted subcontracting interviews with SBEs.
- Advertised valid existing and projected subcontracting opportunities through the media, such as television networks, newspapers of general circulation, and trade papers or SBE-focused publications.
- Any other means of obtaining SBE subcontractors. Please describe:

**Please provide supporting documentation for all boxes checked.
Sign and submit form and checklist with your bid.**

I declare the above information is true and accurate and submitted under penalty of perjury.

By my signature below, I acknowledge that I have met the requirements of the City's Small Business Enterprise (SBE) Program.

Owner/Authorized Representative (Signature)

Name of firm (Print)

Name (Print)

Title (Print)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Lodi may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Lodi if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier 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 Order 12549 [49 CFR Part 29]. You may contact City of Lodi for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 in writing by City of Lodi.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of 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.
9. Except for transactions authorized under Paragraph 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 voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Lodi may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE: _____

NAME & TITLE OF AUTHORIZED OFFICIAL: _____

DATE: _____

Per paragraph (2) above, complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," ONLY if you are reporting lobbying.

[Adapted From FTA C 4220.1F](#)

[Adapted from Revised Appendix D FTA Clause Matrix, published September 17, 2025](#)

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (FTA CLAUSES)

INSTRUCTIONS: The following packet contains federal contract provisions. Only those that are highlighted GREEN in the matrix below are applicable to the contract. Signing "Acknowledgement of Applicable Federal Clauses," is an acknowledgement that these Federal provisions apply to the contract.

GREEN HIGHLIGHTED = FEDERAL CLAUSE IN THE FOLLOWING PACKET IS APPLICABLE
YELLOW HIGHLIGHTED = FEDERAL CLAUSE IS CURRENTLY NOT APPLICABLE
RED HIGHLIGHTED = FEDERAL CLAUSE IN THE FOLLOWING PACKET IS NOT APPLICABLE

		Type of Procurement				
Provisions	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies	
1	Access to Third Party Contract Records	ALL	ALL	ALL	ALL	ALL
2	Americans With Disabilities Act (ADA)	A&E	ALL	ALL	ALL	ALL
3	Bond Requirements				>\$250,000	
4	Bus Testing			ALL		
5	Buy America Requirements			>\$150,000	>\$150,000	>\$150,000
6	Cargo Preference Requirements			Transport by ocean vessel	Transport by ocean vessel	Transport by ocean vessel
7	Changes to Federal Requirements	ALL	ALL	ALL	ALL	ALL
8	Charter Service		ALL			
9	Civil Rights Laws and Regulations	ALL	ALL	ALL	ALL	ALL
10	Clean Air and Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
11	Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
12	Contract Work Hours and Safety Standards Act		>\$100,000	>\$100,000	>\$100,000	

13	Davis-Bacon and Copeland Anti-Kickback Act				>\$2,000	
14	Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
15	Disadvantaged Business Enterprises (DBEs)	CURRENTLY NOT REQUIRED				
16	Domestic Preference	ALL	ALL	ALL	ALL	ALL
17	Drug Use and Alcohol Program		Transit operations.			
18	Energy Conservation	ALL	ALL	ALL	ALL	ALL
19	False Statements or Claims – Civil and Criminal Fraud	ALL	ALL	ALL	ALL	ALL
20	Federal Tax Liability and Recent Felony Convictions	ALL	ALL	ALL	ALL	ALL
21	Fly America	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel	Foreign air transp. / travel
22	Incorporation of FTA Terms	ALL	ALL	ALL	ALL	ALL
23	No Federal Obligations to Third Parties	ALL	ALL	ALL	ALL	ALL
24	Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.	>\$25,000 for prime and subs.
25	Patent Rights and Rights in Data	R&D				

26	Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			ALL		
27	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	ALL	ALL	ALL	ALL	ALL
28	Prompt Payment	ALL	ALL	ALL	ALL	ALL
29	Public Transportation Employee Protective Arrangements		Transit operations.			
30	Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
31	Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
32	Restrictions on Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
33	Rights to Inventions	R&D	R&D	R&D	R&D	R&D
34	Safe Operation of Motor Vehicles (Seat belt use and distracted driving)	ALL	ALL	ALL	ALL	ALL
35	School Bus Operations		ALL			
36	Seismic Safety	A&E for new buildings & additions.		New buildings & additions.		
37	Severability	ALL	ALL	ALL	ALL	ALL
38	Solid Wastes (Recovered Materials)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000

39	Special DOL EEO Clause for Construction Projects				>\$10,000	
40	Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
41	Trafficking in Persons	ALL	ALL	ALL	ALL	ALL
42	Veterans Hiring Preference				>\$2,000	

The City of Lodi checks FTA guidance annually for new or revised third party contract provisions. Date of last revision:	6/4/2026	Jessica Bozzie
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Revision History	Date
Added provision: "Rights to Inventions (37 CFR Part 401.14 & 2 CFR 200 Appendix II (F))" Added note under Certification Regarding Debarment and Suspension regarding SAM.gov verification requirement.	Jun-26
Modified SBE requirements to Optional, as they are part of the DBE program, which is subject to requirements under Interim Final Order, 49 CFR Part 26.	Mar-26
Reordered Clause Matrix/Checklist to alphabetical order. Added provisions: ADA Access, Public Transportation Employee Protective Arrangements, Solid Wastes/Recovered Materials, Domestic Preference, and Bus Testing. Ensured up-to-date clause language and references. Changed thresholds for Veteran Hiring Preference, Contract Work Hours/Safety Standards Act, per Revised FTA Matrix, published September 2025. Modified DBE requirements per Interim Final Order, 49 CFR Part 26.	Oct-25
Reordered Clause Matrix/Checklist & revised cost thresholds to match Revised FTA Clause Matrix (Appendix D), published September 2023: Buy America, Clean Air, Clean Water, Civil Rights, Resolution of Disputes, Breaches, or other Litigations, Contract Work Hours, Bonding, and Veteran’s Hiring Preference	Feb-24
Added provision: “Safe Operation of Motor Vehicles”	Oct-23
Added provision: “Prohibition on certain telecommunications & video equipment”	Jan-23

Federal Clauses

SEE CHECKLIST TO DETERMINE **APPLICABILITY** OF THIRD-PARTY CONTRACT PROVISIONS (FTA CLAUSES)

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1 Access to Third Party Contract Records

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

2 Americans With Disabilities Act (ADA)

Not applicable to this contract.

3 Bond Requirements

Not applicable to this contract.

4 Bus Testing

Not applicable to this contract.

5 Buy America Requirements

Not applicable to this contract.

6 Cargo Preference Requirements

Not applicable to this contract.

7 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

8 Charter Service

Not applicable to this contract.

9 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

10 Clean Air and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

11 Conformance with ITS National Architecture

Not applicable to this contract.

12 Contract Work Hours and Safety Standards Act

Not applicable to this contract.

13 Davis-Bacon and Copeland Anti-Kickback Act

Not applicable to this contract.

14 Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

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

15 Disadvantaged Business Enterprises (DBEs)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

16 Domestic Preference

(a) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured

products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

(CFR 200.322)

17 Drug Use and Alcohol Program

Not applicable for this contract.

18 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

19 False Statements or Claims – Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20 Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

21 Fly America

Not applicable for this contract.

22 Incorporation of FTA Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

23 No Federal Obligations to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- 3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

25 Patent Rights and Rights in Data

Not applicable for this contract.

26 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

Not applicable for this contract.

27 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

28 Prompt Payment

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

29 Public Transportation Employee Protective Arrangements

Not applicable for this contract.

30 Recycled Products

Not applicable for this contract.

31 Resolution of Disputes, Breaches, or Other Litigation

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

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

In the event of a Contractor breach, the Agency may pursue any administrative, contractual, or legal remedies available under this Contract or applicable law, including but not limited to withholding payments, assessing damages, terminating the Contract for default, requiring specific performance, and recovering costs incurred as a result of the breach.

32 Restrictions on Lobbying

Conditions on use of funds:

- a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure:

- a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - i. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - ii. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - i. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

- ii. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
- c) Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- d) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - iii. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- e) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - i. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - ii. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - iii. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - iv. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- f) Shall file a certification, and a disclosure form, if required, to the next tier above.
- g) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- h) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- i) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

- j) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

33 Rights to Inventions

Not applicable for this contract.

34 Safe Operation of Motor Vehicles

Seat Belt Use. The Contractor agrees to establish and promote on-the-job seat belt use policies and programs for its employees and other personnel operating company-owned or company leased vehicles, rented vehicles, or personally owned vehicles while performing work under this contract. For purposes of this clause, “company-owned” and “company-leased” vehicles include vehicles owned or leased by either the Contractor or the Agency.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving when using an electronic device supplied by an employer, while operating a vehicle the contractor owns, leases, or rents, or a privately-owned vehicle when conducting official business in connection with work performed under this Contract.

35 School Bus Operations

Not applicable for this contract.

36 Seismic Safety

Not applicable for this contract.

37 Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

38 Solid Wastes (Recovered Materials)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39 Special DOL EEO Clause for Construction Projects

Not applicable for this contract.

40 Termination

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the

- performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

41 Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

42 Veterans Hiring Preference

Not applicable for this contract.

CITY OF LODI - REQUEST FOR PROPOSAL - SECURITY SERVICES
2026

G. REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of Services Provided:

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of Services Provided:

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of Services Provided:

