



CITY OF OXNARD

POLICE DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

FOR

OXNARD POLICE RADIO SYSTEMS REPAIR

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SUITE 202, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

March 15, 2010

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD POLICE RADIO SYSTEM REPAIRS**

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**CITY OF OXNARD
OXNARD POLICE RADIO SYSTEM REPAIRS**

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard Police Department invites qualified contractors to submit proposals to provide radio system repairs located at 251 South “C” Street, Oxnard, CA 93030. Proposals will be received in the Purchasing Office until **4:00 p.m. on Monday, March 15, 2010.**

Envelopes containing the proposals (1 original & one copy) must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Heather Mooney, Buyer, and must be marked **“ENVELOPE 1: RFP OXNARD POLICE RADIO SYSTEM REPAIRS PROPOSAL/STATEMENT OF QUALIFICATIONS”** and **“ENVELOPE 2: RFP OXNARD POLICE RADIO SYSTEM REPAIRS STATEMENT OF COMPENSATION.”** The envelope must show the proposer’s name and address.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer’s authorized agent must sign such request.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer’s.

QUALIFICATIONS SUBMISSION REQUIREMENTS

Each submittal shall consist of two separate parts, **each in its own sealed envelope** and labeled as 1) Proposal/Statement of Qualifications and 2) Statement of Compensation.

Statements of Qualifications should be as concise as possible, at a minimum shall contain the information presented below (printed on one side of the sheet).

1. Cover letter of introduction.
2. Firm profile and experience in radio system repairs. Include location of corporate office and local facilities.
3. Qualifications of staff.
4. Exhibit A – Scope of Services
5. Exhibit B – Statement of Proposer’s Qualifications and References
6. Exhibit C – Statement of Proposer’s Past Contract Disqualifications

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

Note the requirement to submit this information separate from the proposal. One sealed copy of the Statement of Compensation shall be provided in the manner prescribed herein, with “Statement of Compensation,” and project name clearly shown on the front of the envelope.

In addition, any material that will add to the persuasiveness of your proposal may be included.

If you are not willing to accept the requirements and conditions of this request for proposal, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor’s organization.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. Every request for such interpretation must be in writing and addressed to: Buyer, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of bids. Requests for interpretation may be faxed to the Buyer at (805) 385-7495 or by e-mail at heather.mooney@ci.oxnard.ca.us. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed and mailed by certified mail with return receipt requested to all known prospective proposers (at the respective addresses furnished for such purposes) no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal (“RFP”) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

EXECUTION OF CONTRACT

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor’s certificate of insurance within seven calendar days after the proposer receives the Notice of Award of Contract.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD POLICE RADIO SYSTEM REPAIRS**

GENERAL TERMS AND CONDITIONS

The following “General Terms and Conditions” shall be applicable to any contract or agreement entered into as a result of this proposal. The terms “proposer,” “contractor,” and “firm” may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into a contract as a result of this solicitation.

1. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.
2. The City may make such investigations as necessary to determine the ability of the contractor to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the City that the contractor is qualified to carry out the obligations of the contract.
3. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City’s property from any and all injury or loss arising in connection with any contract entered into hereunder. The contractor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
4. The contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the contract, all required permits, certificates and licenses, including a **City of Oxnard business license**.
5. The contractor shall be an independent contractor in performing services for the City as part of any contract entered into as a result of this bid. Contractor and contractor’s agents, employees, subcontractors and other persons acting on the contractor’s behalf are not employees of the City.
6. Except as the City may specify in writing, contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of City in any capacity as agents or otherwise to bind City to any obligation whatsoever;
7. The contractor agrees that all persons employed by contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin,

handicap, sex, marital status, or age and in compliance with all anti-discrimination laws of the United States of America, the State of California, and the City.

8. The contractor agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of the City, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the contractor or contractor's agents, employees, subcontractor, or other persons acting on contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which contractor or contractor's agents, employees, subcontractors, or other persons acting on contractor's behalf would be held strictly liable.

9. The contractor shall obtain and maintain throughout the term of the contract, insurance coverages, with the City as additional insured, as specified in Exhibit INS-I, included in sample contract, Exhibit D.

10. City may terminate contract at any time, with or without cause, by giving notice to contractor. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice.

11. In the event of any dispute with regard to the provisions of any contract entered into hereunder, the dispute may be submitted to arbitration upon mutual agreement of the parties, under such procedures as parties may agree upon, or, if the parties cannot agree, then under the applicable rules of the American Arbitration Association.

12. City agrees to pay contractor upon satisfactory completion of services provided and upon submission to City of any invoice for said services performed. City shall pay contractor within 30 days of receipt and acceptance of invoice.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD POLICE RADIO SYSTEM REPAIRS**

SCOPE OF SERVICES

The Oxnard Police/Fire Communications Center provides 911 and radio dispatch services for the Oxnard Police and Fire Departments. It is also responsible for dispatching Animal Control, the Code Compliance unit and the Traffic Service Assistants within the city. All of the 911 and non-emergency calls in the City of Oxnard are handled by the Communications Center which averages 350,000 phone calls a year. The police, fire and medical response for the city is handled via the VHF radio systems which provides communication between the Dispatchers and First Responders throughout the city.

The radio system is in need of routine maintenance, equipment upgrades and replacement of degraded equipment. In addition, recently it was also identified that the radio equipment did not have a much needed back-up system in the event of a natural or man made disaster. The City of Oxnard has also suffered with radio coverage issues that have been linked to poor radio equipment and maintenance. In order to increase the safety of the First Responders it is imperative that the equipment be of the highest quality.

Proposer must return the original or a photocopy of this section, indicating any deviations or exceptions to the specifications.

Specifications are intended to exhibit minimum standards. Minor deviations may be considered.

It is of the utmost importance that the repairs provided to the Oxnard Police Department are outfitted with the highest quality in workmanship and materials possible. Ease of use, dependability, functionality, reliability and cost are all important considers in the selection of a vendor to perform this function. Another factor will be the speed at which a vendor can provide completed repairs to the City

The repairs covered by these specifications shall be complete with all equipment and accessories necessary for satisfactory operation. The repairs will include service, equipment, operability testing and final inspection.

Upon completion of the repairs the vendor will provide a summary, including photos, of the repairs, modifications and upgrades provided to the system.

1. METHOD OF EVALUATION AND AWARD:

The guidelines for scoring this proposal are used to identify the best company to perform the repairs on the Oxnard Police radio system. Although the percentages are given based on your proposal, follow-up to confirm references given may be necessary. The guidelines provided

will identify the company that will provide the most qualified, cost efficient and reliable service to the City of Oxnard.

A. PROJECT COST (20%):

Provide detailed cost (quote) projections including final costs for parts mark-up, labor and any additional fees that may be required.

B. EXPERIENCE (25%):

Number of years in service providing radio system repairs with minimum of 5 references/

C. VENDORS YOU REPRESENT (5%):

To provide the best cost for the City of Oxnard, the successful bidder should be able to purchase equipment listed in the specification sheets directly from the vendors.

D. RESUME OF COMPANY (10%):

This should NOT be based on sales employees *but* those ***employees that perform engineering and installations of equipment***. Title of employee should be included for each employee. INCLUDE Administration Staff and LEAD INSTALLERS, and include length of time employed with your company.

E. EXCEPTIONS TO SCOPE OF WORK (15%):

If exceptions are noted by vendor and not approved by the City of Oxnard, Vendor will no longer be considered for award of the contract.

F. SERVICE MANUALS AND SCHEMATICS (5%):

Vendor provided sample documentation of what will be included with each repair. Documentation should include diagram of wiring, equipment, antennas and manuals for equipment installed.

G. Warranty (10%):

Length of warranty on parts and labor

Warranty on parts will start: _____

Warranty on labor will start: _____

Warranty should start at the time the repairs are completed with the City of Oxnard, not when the equipment or labor is performed. The warranty start date should be noted in the proposal. The vendor shall warranty all workmanship and materials for a period of (1) one year from date of completion.

All components shall be warranted for the period of time specified by the manufacturer.

Warranty repairs shall be performed by the vendor or his/her agent, at the vendor's place of business or onsite with the vendor supplying transportation to and from the repair site.

H. OTHER (10%):

SAFETY (5%):

Describe Workmen's Compensations Insurance, practices regarding supplying employees with protective equipment, confidentiality of work records, controlled access of work sites, and access to safety records upon request.

HIRING PRACTICE (5%):

Describe practices regarding the checking of criminal history, drug testing, and complete back-ground checks.

2. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

3. AWARD OPTIONS:

The City of Oxnard reserves the right to award this Proposal on any basis which is in its best interest.

4. CONDITIONS OF PROPOSAL SUBMITTAL:

- A. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal.
- B. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- C. Only one proposal will be accepted from any person, firm, or corporation.
- D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

5. PROPOSAL PROTESTS:

Any individual or company who submits a PROPOSAL on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which PROPOSALS were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were

violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of California, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the PROPOSAL submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the Oxnard City Council. A person who makes an unsuccessful PROPOSAL may not seek any type of judicial intervention until after the Oxnard City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a PROPOSAL, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

6. BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD

A. Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

B. The City of Oxnard alone shall determine if a substitute item is equal to what was requested and the decision will be final.

C. The City of Oxnard reserves the right to consider bids not in exact accordance with the specifications.

7. TERMS OF THE AGREEMENT:

This AGREEMENT commences upon the date it is approved by the CITY and shall end three (3) years thereafter with the option to renew for two one-year periods if agreed upon by both parties.

8. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The PROPOSER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

9. CANCELTATION OF CONTRACT:

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

After award of the attached executed contract and issuance of a Purchase Order, this agreement between the Service Provider and the City may be terminated at any time without cause upon notice to the Service Provider, and the City shall have no liability to the Services Provider for such termination except that the City shall pay the Service Provider for the reasonable value of Services provided by the Service Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10. EXCEPTIONS:

Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

11. NEW EQUIPMENT:

The Bidder shall guarantee that the units submitted shall be new and the latest and most improved model of current productions, and shall be of first quality as to workmanship and materials used in said units.

New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable. All equipment listed shall be fully operable upon delivery. Operational condition will be defined as per the manufacturer's current specifications.

12. ESCALATION:

Prices may be increased by the change in the Los Angeles, Riverside, Orange County California Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) in each subsequent model production year using December to December data. The maximum increase in any model year shall not exceed 3.5%.

13. SCOPE OF WORK FOR REQUEST FOR PROPOSAL

The vendor will provide the City of Oxnard with the requested repairs and equipment replacement for the Oxnard Police radio system as specified in the RFP. Refer to D-9 through D-13 for specific description of service repairs and equipment needs.

14. SECURE MOUNTING OF EQUIPMENT:

All equipment and components must be securely mounted, bolted, screwed or fastened to the racks, ground, etc. Use of industry standard or manufacturer approved or provided bracket or housing designed specific for radio equipment are preferred. Velcro is not considered a secure fastening method. When mounting to a plastic surface the bolt or screw must be secured with a nut or locking device. This keeps the plastic from cracking, stripping or damaging the plastic. All fabricated brackets must be approved by The City of Oxnard prior to installation.

15. PROTECTION OF EQUIPMENT:

All equipment, necessary accessories, and electronic components, including the wiring to and from these devices must be protected or enclosed to prevent damage from daily and harsh use and elements.

16. SERVICE AND WARRANTY:

Vendor shall specify and provide copies of all factory and component manufacturer's warranties and shall pay any costs of inspection and adjustment that may be necessary in accordance with warranty. The warranty for parts and labor shall be for a minimum of 60 months from the date of delivery or the term specified in the equipment warranty, whichever is greater. **Vendor** shall provide the City the address of the service facility and where a complete stock of repair parts is available.

17. PAYMENT:

Payment will not be made until the City has inspected, tested and accepted each completed vehicle and received all warranties, manuals and schematics.

18. MINIMUM REQUIREMENTS:

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by **Vendor**.

COMPENSATION SCHEDULES

Proposer Name: _____

The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents. All of the work must be completed by a certified electronics technician. All electrical workmanship must be Motorola R-56 standard and all electrical grounding and cabling must be NFPA standard. All equipment must be aligned according to manufacturers' recommendation or industry standard.

801 S C St	
COMPONENT/SERVICES	COST/UNIT
Install proper electrical grounding and lightening protection	\$
Replace the bent antenna mast and re-mount the repeater antenna at last 20' to the tip of the antenna above the roof line with 2" steel poles.	\$
Replace the coaxial cable from antenna with low loss ½" Helix type cable	\$
Remount all equipment in a vented 72" enclosed lockable cabinet bolted to the floor	\$
Provide FCC licensing documentation at all transmitter sites	\$
Install a battery back-up UPS system with a minimum of 8 hours of capacity	\$
Correct the opening in the external wall	\$
Clean all equipment of existing dust and debris and label all equipment including a circuit list and diagram	\$
Replace batteries, secure and provide date code. The batteries should be housed in a separate cabinet with shelving.	\$
Purchase and install portable generator	\$
Complete inventory of equipment and provide documentation of proof of service	\$
Test and verify all equipment upon completion of repairs	\$
Trace and label all cables and include a syllabus utilizing color coding or numbers	\$

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

Brown Tower 500 Esplanade	
COMPONENT/SERVICES	COST/UNIT
Move receiver equipment to the top floor of the building	\$
Install proper electrical grounding and lightening protection	\$
Mount the receiver antenna in the penthouse wall at least 20' to the tip of the antenna above the roof line using 2" steel poles	\$
Replace the coaxial cable from antenna with low loss ½" Helix type cable and label	\$
Replace defective receiver multi-coupler with a 10 receiver Talley multi-coupler with adjustable amplification	\$
Remount the equipment in a vented 72" enclosed lockable cabinet bolted to the floor	\$
Install a battery back-up UPS system with a minimum of 8 hours of capacity	\$
Clean all equipment of existing dust and debris and label all equipment including a circuit list and diagram	\$
Purchase and install portable generator	\$
Test batteries and replace if needed. They should be housed in a separate cabinet with shelving	\$
Complete inventory of equipment and provide documentation of proof of service	\$
Test and verify all equipment upon completion of repairs	\$
Trace and label all cables and include a syllabus utilizing color coding or numbers	\$

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

Citi Bank Building 2900 Saviers Rd	
COMPONENT/SERVICES	COST/UNIT
Install proper electrical grounding and lightening protection	\$
Remove existing antenna from the existing cellular antenna and mount the receiver antenna on the penthouse wall at least 20' to the tip of the antenna above the roof line using 2" steel poles	\$
Replace the coaxial cable from antenna with low loss ½" Helix type cable and label	\$
Remount all equipment in a vented 72" enclosed lockable cabinet bolted to the floor	\$
Replace the defective receiver multi-coupler with a 10 receiver Talley multi-coupler with adjustable amplification	\$
Install a battery back-up UPS system with a minimum of 8 hours of capacity	\$
Clean all equipment of existing dust and debris and label all equipment including a circuit list and diagram	\$
Purchase and install portable generator	\$
Complete inventory of equipment and provide documentation of proof of service	\$
Test and verify all equipment upon completion of repairs	\$
Attach filter to radio cabinet	\$
Trace and label all cables and include a syllabus utilizing color coding or numbers	\$

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

OPD Headquarter 251 S C St	
COMPONENT/SERVICES	COST/UNIT
Install proper electrical grounding and lightening protection	\$
Properly separate the three (3) main VHF antennas atop the tower so that each antenna tip is at least 8' vertically seperated. Band 1 at the highest point. *This portion of the project to be completed after the repairs at the additional sites have been finished.	\$
Replace all coaxial cables with low loss ½" Helix type cable and label the cable. Properly attach the cable using industry approved stand-offs on the tower	\$
Move the additional antennas on the top section of the tower to lower levels to provide at least 8' vertical seperation	\$
Label existing stand-by , amateur radio and other antennas and replace cable with low loss ½" Helix type cable	\$
Remove all existing excessive antennae cable coils	\$
Provide FCC licensing documentation at all transmitter sites	\$
Clean all equipment of existing dust and debris and label all equipment including a circuit list and diagram	\$
Secure remote radios to rack shelves and ground in radio room	\$
RG-58 cables need to be replaced with double shielded RG-142 cable to reduce the possibility of interference in the radio room	\$
Remove all adapters to the duplexers and other connectors and replace with proper connectors in radio room	\$
Replace and/or clean duplexer cables in radio room	\$
Complete inventory of equipment and provide documentation of proof of service	\$
Test and verify all equipment upon completion of repairs	\$
Trace and label all cabels and include a syllabus utilizing color coding or numbers	\$

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

Fire Station #6 2601 Peninsula	
COMPONENT/SERVICES	COST/UNIT
Install proper electrical grounding and lightening protection	\$
Replace the coaxial cable with one continuous section of low loss ½" Helix type cable and label the cable	\$
Remount all equipment in a vented 72" enclosed lockable cabinet bolted to the floor	\$
Install a battery back-up UPS system with a minimum of 8 hours of capacity	\$
Clean all equipment of existing dust and debris and label all equipment including a circuit list and diagram	\$
Install a wall mount cable feed-thru where the cables are ran through the wall	\$
Complete inventory of equipment and provide documentation of proof of service	\$
Test and verify all equipment upon completion of repairs	\$
Trace and label all cables and include a syllabus utilizing color coding or numbers	\$

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ITEM	MODEL #	DESCRIPTION	COST/UNIT
		BROWN BUILDING-PARTS LIST	
1	ARR-1272-NF	7-0' 19" Gray Aluminum rack, dbl sided 12-24 tapped holes	
2	SH-2386	26" D x 19" Stationary ventilated shelf for back-up batteries	
3	SH-2384	17.75" D x 19" Stationary ventilated shelf for FD receivers	
4	CM-2201	1.75" H 19" rack cable mgmt panel w/8" velcro straps & Hdwe	
5	AB-1851	1.75" Blk mounting bracket for 19" equip to 23/24" racks 2PK	
6	BUD-9260	12-24 panel mounting screws	
7	POS-194S	15 amp 8-outlet rear access 19" rackmount power strip	
8	CMS-2212-B	1"W x 12"L velcro cable strap, 25/pkg	
9	TELTWR8-150-1R	132-174 Mhz. 8 channel 0-18dB gain compact RX multicoupler	
10	LLJC	Low-loss jumper cables & connectors from multi-coupler to receivers	
11	LVD-12-75	12VDC 75 amp low voltage disconnect module	
12	100AH BUBB	100 amp BACK-UP BATTERIES	
13	BATTBX	Battery box for back up batteries	
14	22012-30-BCR	30 amp 120/220VAC to 12VDC 30 amp UPS charger, 19" rack	
15	SFX-500	1/2" foam dilextric, 50 ohm superflex coaxial cable	
16	SFX-EZNM	N Male connector for 1/2" hardline	
17	SFX-EZNF	N Female connector for 1/2" hardline	
18	AND243684	Cable angle adapter kit & hardware, Bx of 10	
19	AND252113	Snap-in hanger kits & hardware for 1/2" cable, Bx of 10	
20	LABH2400NN	Bulkhead lightening arrestor	
21	AND249350	Bulkhead to mounting/grounding bracket	
22	AND294800	Ground bar & hardware	
23	AND252172	Universal grounding kit	
24	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
25	RM-SM190-60	Non penetrating flat roof mount w/ 60" 1-7/8 mast	
26	TEL-ANT150F2	Telewave 148-174 Mhz. 2.5dBd fiberglass omni-directional antenna	
27	MISC	misc parts/mounting hardware for above site	

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ITEM	MODEL #	DESCRIPTION	COST/UNIT
		C Street Housing Building-PARTS LIST	
28	B 25-44 RK/W & B44FD	84" tall, 25" DEEP RACK, 44RU (77") with front & rear locking doors	
29	ARR-1272-NF	7-0' 19" Gray Aluminum rack, dbl sided 12-24 tapped holes	
30	SH-2386	26" D x 19" Stationary ventilated shelf for back-up batteries	
31	SH-2384	17.75 D x 19" Stationary ventilated shelf for FD receivers	
32	CM-2201	1.75" H 19" rack cable mgmt panel w/8" velcro straps & Hdwe	
33	AB-1851	1.75" Blk mounting bracket for 19" equip to 23/24" racks 2PK	
34	BUD-9260	12-24 panel mounting screws	
35	POS-194S	15 amp 8-outlet rear access 19" rackmount power strip	
36	CMS-2212-B	1"W x 12"L velcro cable strap, 25/pkg	
37	TELTWR8-150-1R	132-174 Mhz. 8 channel 0-18dB gain compact RX multicoupler	
38	LLJC	Low-loss jumper cables & connectors from multi-coupler to receivers	
39	LVD-12-75	12VDC 75 amp low voltage disconnect module	
40	100AH BUBB	100 amp back-up batteries	
41	BATTBX	Battery box for back up batteries	
42	22012-30-BCR	30 amp 120/220VAC to 12VDC 30 amp UPS charger, 19" rack	
43	SFX-500	1/2" foam dilectric, 50 ohm superflex coaxial cable	
44	SFX-EZNM	N Male connector for 1/2" hardline	
45	SFX-EZNF	N Female connector for 1/2" hardline	
46	AND243684	Cable angle adapter kit & hardware, Bx of 10	
47	AND252113	Snap-in hanger kits & hardware for 1/2" cable, Bx of 10	
48	LABH2400NN	Bulkhead lightening arrestor	
49	AND249350	Bulkhead to mounting/grounding bracket	
50	AND294800	Ground bar & hardware	
51	AND252172	Universal grounding kit	
52	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
53	MT-221	2-3/8" pipe Wall mount	
54	2DIA8AM	2-3/8" dia. 8' antenna mast	
55	BC-35-14	Heavy duty pipe to pipe clamp set	
56	TEL-ANT150F2	Telewave 148-174 Mhz. 2.5dBd fiberglass omni-directional antenna	
57	MISC	misc parts/mounting hardware for above site	

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ITEM	MODEL #	DESCRIPTION	COST/UNIT
		Saviers Building-PARTS LIST	
58	B 25-44 RK/W & B44FD	84" tall, 25" DEEP RACK, 44RU (77") with front & rear locking doors	
59	SH-2386	26" D x 19" Stationary ventilated shelf for back-up batteries	
60	SH-2384	17.75 D x 19" Stationary ventilated shelf for FD receivers	
61	CM-2201	1.75" H 19" rack cable mgmt panel w/8" velcro straps & Hdwe	
62	AB-1851	1.75" Blk mounting bracket for 19" equip to 23/24" racks 2PK	
63	BUD-9260	12-24 panel mounting screws	
64	POS-194S	15 amp 8-outlet rear access 19" rackmount power strip	
65	CMS-2212-B	1"W x 12"L velcro cable strap, 25/pkg	
66	TELTWR8-150-1R	132-174 Mhz. 8 channel 0-18dB gain compact RX multicoupler	
67	LLJC	Low-loss jumper cables & connectors from multi-coupler to receivers	
68	LVD-12-75	12VDC 75 amp low voltage disconnect module	
69	100AH BUBB	100 amp back-up batteries	
70	BATTBX	Battery box for back up batteries	
71	22012-30-BCR	30 amp 120/220VAC to 12VDC 30 amp UPS charger, 19" rack	
72	SFX-500	1/2" foam dilectric, 50 ohm superflex coaxial cable	
73	SFX-EZNM	N Male connector for 1/2" hardline	
74	SFX-EZNF	N Female connector for 1/2" hardline	
75	AND243684	Cable angle adapter kit & hardware, Bx of 10	
76	AND252113	Snap-in hanger kits & hardware for 1/2" cable, Bx of 10	
77	LABH2400NN	Bulkhead lightening arrestor	
78	AND249350	Bulkhead to mounting/grounding bracket	
79	AND294800	Ground bar & hardware	
80	AND252172	Universal grounding kit	
81	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
82	RM-SM190-60	Non penetrating flat roof mount w/ 60" 1-7/8 mast	
83	TEL-ANT150F2	Telewave 148-174 Mhz. 2.5dBd fiberglass omni-directional antenna	
84	MISC	misc parts/mounting hardware for above site	

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ITEM	MODEL #	DESCRIPTION	COST/UNIT
Fire Station 6-PARTS LIST			
85	ARR-1272-NF	7-0' 19" Gray Aluminum rack, dbl sided 12-24 tapped holes	
86	SH-2386	26" D x 19" Stationary ventilated shelf for back-up batteries	
87	SH-2384	17.75" D x 19" Stationary ventilated shelf for FD receivers	
88	CM-2201	1.75" H 19" rack cable mgmt panel w/8" velcro straps & Hdwe	
89	AB-1851	1.75" Blk mounting bracket for 19" equip to 23/24" racks 2PK	
90	BUD-9260	12-24 panel mounting screws	
91	POS-194S	15 amp 8-outlet rear access 19" rackmount power strip	
92	CMS-2212-B	1"W x 12"L velcro cable strap, 25/pkg	
93	TELTWR8-150-1R	132-174 Mhz. 8 channel 0-18dB gain compact RX multicoupler	
94	LLJC	Low-loss jumper cables & connectors from multi-coupler to receivers	
95	LVD-12-75	12VDC 75 amp low voltage disconnect module	
96	100AH BUBB	100 amp BACK-UP BATTERIES	
97	BATTBX	Battery box for back up batteries	
98	22012-30-BCR	30 amp 120/220VAC to 12VDC 30 amp UPS charger, 19" rack	
99	LABH2400NN	Bulkhead lightening arrestor	
100	AND249350	Bulkhead to mounting/grounding bracket	
101	AND294800	Ground bar & hardware	
102	AND252172	Universal grounding kit	
103	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
104	MISC	misc parts/mounting hardware for above site	

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

ITEM	MODEL #	DESCRIPTION	COST/UNIT
		Police Headquarters-PARTS LIST	
		Tower	
105	PB-G3S-2	3' Antenna Stand-off	
106	AJC	Antenna Jumper Cables from hardline to antenna	
107	SFX-500	1/2" foam dilectric, 50 ohm superflex coaxial cable (6 runs @ 50')	
108	SFX-EZNM	N Male connector for 1/2" hardline	
109	SFX-EZNF	N Female connector for 1/2" hardline	
110	AND243684	Cable angle adapter kit & hardware, Bx of 10	
111	AND252113	Snap-in hanger kits & hardware for 1/2" cable, Bx of 10	
112	LABH2400NN	Bulkhead lightening arrestor	
113	AND249350	Bulkhead to mounting/grounding bracket	
114	AND294800	Ground bar & hardware	
115	AND252172	Universal grounding kit	
116	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
		Other Ten (10) antennas, total parts needed	
117	AJC	Antenna Jumper Cables from hardline to antenna	
118	AJC	Antenna Jumper Cables from hardline to radio	
119	SFX-500	Run #1 1/2" foam dilectric, 50 ohm superflex coaxial cable	
120	SFX-500	Run #2 1/2" foam dilectric, 50 ohm superflex coaxial cable	
121	SFX-500	Run #3 1/2" foam dilectric, 50 ohm superflex coaxial cable	
122	SFX-500	Run #4 1/2" foam dilectric, 50 ohm superflex coaxial cable	
123	SFX-500	Run #5 1/2" foam dilectric, 50 ohm superflex coaxial cable	
124	SFX-500	Run #6 1/2" foam dilectric, 50 ohm superflex coaxial cable	
125	SFX-500	Run #7 1/2" foam dilectric, 50 ohm superflex coaxial cable	
126	SFX-500	Run #8 1/2" foam dilectric, 50 ohm superflex coaxial cable	
127	SFX-500	Run #9 1/2" foam dilectric, 50 ohm superflex coaxial cable	
128	SFX-500	Run #10 1/2" foam dilectric, 50 ohm superflex coaxial cable	
129	SFX-EZNM	N Male connector for 1/2" hardline	
130	SFX-EZNF	N Female connector for 1/2" hardline	
131	AND243684	Cable angle adapter kit & hardware, Bx of 10	
132	AND252113	Snap-in hanger kits & hardware for 1/2" cable, Bx of 10	
133	LABH2400NN	Bulkhead lightening arrestor	
134	AND249350	Bulkhead to mounting/grounding bracket	
135	AND294800	Ground bar & hardware	
136	AND252172	Universal grounding kit	
137	DB11316	Vaporwrap, 50' x 3" junction sealing kit	
138	MISC	misc parts/mounting hardware for above site	

Estimated completion time: _____

Note exceptions to above specifications (use separate sheet, if required): _____

Submit with Proposal

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state the proposer's financial ability and a general description of similar work performed.

Required Qualifications: Proposer must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work 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 complete the work included within 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.

1.1 Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

1.2 Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

1.3 Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Submit with Proposal

STATEMENT OF PROPOSER’S QUALIFICATIONS AND REFERENCES
(Cont’d)

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____

_____ of _____

_____, the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon information or belief, and as to those matters I believe them to be true.

Executed on _____ at _____, California.
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Proposer

Title

Signature of Proposer

Title

Submit with Proposal

STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the proposer shall state whether such proposer, any officer or employee of such proposer who has a proprietary interest in such proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No _____

2. If yes, explain the circumstances.

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature(s) of Authorized Proposer

Signature(s) of Authorized Proposer

Title

Title

SAMPLE
AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/08)
Contract No.

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this ____ day of ____, 20__, by and between the City of Oxnard ("City") and ____ ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:

2. Vendor shall provide such services according to the following schedule: _____. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on ____, 20__, and shall end on ____, 20__. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor \$_____ for the services, as follows:

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.74 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2009, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

7. Insurance

a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit_____, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit _____.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: _____
_____. Any notices to City may be delivered personally or by mail addressed to: _____
_____.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

VENDOR

James Cameron, Purchasing Agent

(name)

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

(Name), Project Manager

Edmund F. Sotelo, City Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT D

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.