

**City of Los Angeles, California  
Contract**

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor ID:** 0000043910  
DAILEY-WELLS COMMUNICATIONS INC  
3440 E HOUSTON ST  
SAN ANTONIO TX 78219

<b>Contract ID</b> 58785	<b>Page</b> 1
<b>Contract Dates</b> 09/01/2007 to 08/31/2011	<b>Rate Date</b> PO Date
<b>Description:</b> Radios, Ac & Prts, H.RF 800MHz	<b>Contract Maximum</b> 7,500,000.00
<b>Allow Multicurrency PO</b>	
<b>Allow Open Item Reference</b>	

**City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.**

**In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.**

**All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.**

**Overshipments will not be accepted unless authorized by requestor prior to shipment. Terms and conditions of parent contract are binding on its Contract Purchase Orders.**

Procurement Analyst: KITTY PAI                      Phone Number: (213) 928-9522  
E-mail address: Kitty.Pai@lacity.org              Fax Number: (213) 928-9511/9513

Renewal Options: 4                                      Option Date 1 = 07/07/2010    Option Date 2 = --/--/--  
Options Granted: 1                                      Option Date 3 = --/--/--    Option Date 4 = --/--/--  
Previous Contract: 58024  
Notice of award of contract no. 58785                      RFQ No.: 58024MES  
Payment Terms: Net 30                      Delivery: 14-90 Days A R O

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ number 58024MES, for the items thereof, including the email letter from Dailey and Wells Communication dated 08/07/2007. The entire RFQ including specifications or any items thereof including the email letter, as mentioned herein, addendums and general conditions comprise the contract. The bid document signed by the appropriate contractor and by duly authorized City officials is on file in the office of the Purchasing Agent.

The contract is awarded for the following: \*\*\*\*Radio, Accessories, and Parts, Harris RF Communications 800 MHZ\*\*\*\*

For Purchasing Agent, City of Los Angeles, California

# City of Los Angeles, California Contract

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Contract Dates 09/01/2007 to 08/31/2011	Rate Date PO Date
Description: Radios, Ac & Prts, H.RF 800MHz	Contract Maximum 7,500,000.00
Allow Multicurrency PO Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Qty	Order Amt	Item Contract Qty	Maximum Amt
1	0.00	Radio Systems: Trunked portable and mobile 800 Mhz Enhanced Digital Access Communication System (EDACS). Model or Main Assembly. Manufacturer: M/A-COM.	0	0.00	0	

**Price Agreement:** Price Date: PO Date  
Price Quantity: Line Quantity  
Quantity Type: Current Order Quantity  
Contract Base Price \$ 0.01000 LO

Manufacturer Name Change, per Amendment No.3:  
Change From: M/A-COM  
Change To: Harris RF Communications

PERCENTAGE DISCOUNT:  
Percentage Discount from the manufacturer's nationally published price list, as follows:

HARRIS RF COMMUNICATIONS EQUIPMENT CLASS CODE C:  
Model or Main Assembly (Harris RF Communications Manufactured)

Percentage Discount:  
30%

Catalog Title/Date:  
Harris Products and Services Catalog  
April 23, 2010  
This catalog updated per Amendment No. 3, effective July 07, 2010

Catalog Title/Date:  
M/A-COM Products and Services Catalog  
November 01, 2008  
This catalog updated per Amendment No. 01, effective November 05, 2008

Catalog Title/Date:  
M/A-COM Products and Services Catalog  
June 2007

Applicable Price Column:  
List Price Column

The Price Agreement Conditions herein shall apply to discounts quoted.

2	0.00	Accessories: Radio system, trunked portable and mobile 800 Mhz Enhanced Digital Access Communication System (EDACS), radio system. Option or Accessory. Manufacturer: M/A-COM.	0	0.00	0	
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<b>Contract Dates</b> 09/01/2007 to 08/31/2011		<b>Rate Date</b> PO Date
<b>Description:</b> Radios, Ac & Prts, H.RF 800MHz		<b>Contract Maximum</b> 7,500,000.00
<b>Allow Multicurrency PO</b>		
<b>Allow Open Item Reference</b>		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
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**Price Agreement:** Price Date: PO Date  
 Price Quantity: Line Quantity  
 Quantity Type: Current Order Quantity  
 Contract Base Price \$ 0.01000 LO

Manufacturer Name Change, per Amendment No.3:  
 Change From: M/A-COM  
 Change To: Harris RF Communications

**PERCENTAGE DISCOUNT:**  
 Percentage Discount from the manufacturer's nationally published price list, as follows:

HARRIS RF COMMUNICATIONS EQUIPMENT CLASS CODE N  
 (WITH THE EXCEPTION OF EC Code N SPECIFIED IN LINES 4 AND 5 HEREIN).  
 Option or Accessory (Harris RF Communications Manufactured)

Percentage Discount:  
 30%

Catalog Title/Date:  
 Harris Products and Services Catalog  
 April 23, 2010  
 This catalog updated per Amendment No. 3, effective July 07, 2010

Catalog Title/Date:  
 M/A-COM Products and Services Catalog  
 November 01, 2008  
 This catalog updated per Amendment No. 01, effective November 05, 2008

Catalog Title/Date:  
 M/A-COM Products and Services Catalog  
 June 2007

Applicable Price Column:  
 List Price Column

The Price Agreement Conditions: herein shall apply to discounts quoted.

3	0.00	Parts: Replacement, radio systems, trunked portable and mobile radio, 800 Mhz Enhanced Digital Access Communication System (EDACS). Repair or Replacement Parts. Manufacturer M/A-COM.	0	0.00	0
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**Price Agreement:** Price Date: PO Date  
 Price Quantity: Line Quantity  
 Quantity Type: Current Order Quantity  
 Contract Base Price \$ 0.01000 LO

Manufacturer Name Change, per Amendment No.3:  
 Change From: M/A-COM  
 Change To: Harris RF Communications

**PERCENTAGE DISCOUNT:**  
 Percentage Discount from the manufacturer's nationally published price list, as follows:

HARRIS RF COMMUNICATIONS EQUIPMENT CLASS CODE P:  
 Repair or Replacement Part (Harris RF Communications Manufactured)

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<b>Description:</b> Radios, Ac & Prts, H.RF 800MHz	<b>Contract Maximum</b> 7,500,000.00
<b>Allow Multicurrency PO</b>	
<b>Allow Open Item Reference</b>	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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Percentage Discount:  
30%

Catalog Title/Date:  
Harris Products and Services Catalog  
April 23, 2010  
This catalog updated per Amendment No. 3, effective July 07, 2010

Catalog Title/Date:  
M/A-COM Products and Services Catalog  
November 01, 2008  
This catalog updated per Amendment No. 01, effective November 05, 2008

Catalog Title/Date:  
M/A-COM Service/Parts Catalog Dated 9-9-2007  
ELECTRONIC ATTACHMENT

Applicable Price Column:  
List Price Column

The Price Agreement Conditions: herein shall apply to discounts quoted.

4	0.00	M/A-COM Services	0	0.00	0
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<b>Price Agreement:</b>	Price Date:	PO Date
	Price Quantity:	Line Quantity
	Quantity Type:	Current Order Quantity
Contract Base Price	\$ 0.01000	LO

Per Amendment No.3:  
 Change From: M/A COM Services  
 Change To: Harris RF Communications Services

Harris RF Communications Services to include the following:  
 Technical Training  
 Portable & Mobile Radio Maintenance Training  
 Technical Assistance Center Services  
 Field Services  
 Engineering Services  
 Technical Manuals

Security Update Management Service Products Deleted Per Amendment No. 03, effective July 07, 2010.

PERCENTAGE DISCOUNT:  
 Percentage Discount from the manufacturer's nationally published price list, as follows:

HARRIS RF COMMUNICATIONS EQUIPMENT CLASS CODES N and V  
 (WITH THE EXCEPTION OF CODE BC)

Percentage Discount:  
 10%  
 Percentage discount changed from 0% to 10% per Amendment No. 2, effective April 14, 2010

Catalog Title/Date:  
 Harris Products and Services Catalog

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Contract Dates		Rate Date
09/01/2007 to 08/31/2011		PO Date
Description:		Contract Maximum
Radios, Ac & Prts, H.RF 800MHz		7,500,000.00
Allow Multicurrency PO		
Allow Open Item Reference		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
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April 23, 2010  
 This catalog updated per Amendment No. 3, effective July 07, 2010

Catalog Title/Date:  
 M/A-COM Products and Services Catalog  
 November 01, 2008  
 This catalog updated per Amendment No. 01, effective November 05, 2008

Catalog Title/Date:  
 M/A-COM Products and Services Catalog  
 Pages 2.1-1 through 2.7-5 (With the exception of pages 2.3-1 through 2.3-4 for Software FX)  
 Dated June 2007

Applicable Price Column:  
 List Price Column

The Price Agreement Conditions: herein shall apply to discounts quoted.

5	0.00	M/A-COM Software FX	0	0.00	0
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<b>Price Agreement:</b>	Price Date:	PO Date	
	Price Quantity:	Line Quantity	
	Quantity Type:	Current Order Quantity	
Contract Base Price	\$ 0.01000	LO	

Per Amendment No.3:  
 Change From: M/A-COM Software FX  
 Change To: Harris RF Communications Software FX

PERCENTAGE DISCOUNT:  
 Percentage Discount from the manufacturer's nationally published price list, as follows:

HARRIS RF COMMUNICATIONS EQUIPMENT CLASS CODE N:  
 Software FX

PERCENTAGE DISCOUNT  
 Software Services as listed on Catalog pages from 2.3-3, through 2.3-4.

Reference page 2.4-4 for Software Update Subscriptions.  
 This can be purchased in single or multiple year agreements, as follows:  
 1-year Service: 0% Discount From List Pricing  
 2-year Service: 5% Discount From List Pricing  
 3-year Service: 10% Discount From List Pricing

Catalog Title/Date:  
 Harris Products and Services Catalog  
 April 23, 2010  
 This catalog updated per Amendment No. 3, effective July 07, 2010

Catalog Title/Date:  
 M/A-COM Products and Services Catalog  
 November 01, 2008  
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Catalog Title/Date:

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<b>Allow Multicurrency PO</b>		
<b>Allow Open Item Reference</b>		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
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M/A-COM Products and Services Catalog  
 pages from 2.3-3, through 2.3-4  
 Dated June 2007

Applicable Price Column:  
 List Price Column

The Price Agreement Conditions: herein shall apply to discounts quoted.

6	0.00	NON M/A-COM radio system parts as needed for the installation of the systems on contract.	0	0.00	0
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<b>Price Agreement:</b>	Price Date:	PO Date	
	Price Quantity:	Line Quantity	
	Quantity Type:	Current Order Quantity	
Contract Base Price	\$ 0.01000	EA	

Per Amendment No.3:  
 Change From: NON M/A COM  
 Change To: NON Harris RF Communications

**PERCENTAGE DISCOUNT:**  
 10% From Manufacturer's List Pricing  
 Percentage discount changed from 5% to 10% per Amendment No. 2, effective April 14, 2010

Supplier to provide with each invoice a copy of the Manufacturers Current Price list page clearly identifying Manufacturers item and retail price discount was taken from.

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<b>Allow Multicurrency PO</b>	
<b>Allow Open Item Reference</b>	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Item Qty	Contract Maximum Amt
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**SUPPLIER CONTACT:**  
 Contact Person: Gary Kimmerle  
 Telephone No.: 888-311-8064  
 Fax No.: 951-776-1562  
 E-Mail Address: gary@dwcomm.com  
 24 Hour Contact No.: 888-311-8064

**PRICE AGREEMENT CONDITIONS:**  
 Prices charged the City of Los Angeles are based on a percentage discount from manufacturer's published price list. Percentage discount is to remain firm for the duration of the contract, but said manufacturer's price lists are subject to fluctuation in accordance with changes as issued by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

Specifications and conditions in the bid shall supersede any conflicting conditions in price lists.

Subsequent price list updates shall be requested in accordance to the following:

1. A letter requesting price list update shall indicate supplier's name, contract number and published price list date and number.
2. Two (2) new price lists should show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles, Purchasing Division. Price list updates will become effective only upon approval of the Purchasing Agent. The effective date shall be the date the request was received or at a later date designated by the supplier.
3. Approved price lists may be requested by each City Department using the contract and they may be shipped directly from the contractor.

**RENEWAL:**  
 This contract is subject to renewals for four (4) additional one (1) year period from date of expiration of this agreement, at the option of the City, in accordance with the terms and conditions stated in your quote.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any increase in price must be substantiated by corresponding increases in vendor's costs, and requested, in writing, to the Purchasing Agent. No increase will be granted without prior approval of the Purchasing Agent.

The request shall state the percent increase and the revised price for each item in the contract.

**CONTRACT TERMINATION:**  
 The contract may be terminated in whole or in part without penalty by the City for its convenience, provided that the contractor is given not less than 30 days written notice (delivered by certified mail return receipt requested) of the intent to terminate. The City will pay for that portion of work performed.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract.

**OTHER GOVERNMENTAL AGENCIES:**  
 Other government agencies may make purchases using the prices, terms and conditions of this contract.

**PRICE REDUCTIONS:**  
 During the term of the contract, any reduction in cost of materials to the contractor shall be offered to the City in a corresponding price reduction. Periodically the City may request the bidder to certify in writing that any and all

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<b>Allow Multicurrency PO</b>	
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Line #	Item ID	Item Desc	Item Minimum Qty	Order Amt	Item Contract Qty	Maximum Amt
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reductions in materials costs are reflected in the pricing set for the City.

**New and Unused:**

The equipment/products/materials furnished shall be new and unused, in accordance and compliance with City, State, and Federal materials recycling guidelines and requirements.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 1 - 3 years

Warranty for labor/workmanship defects: One (1) year

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**QUARTERLY REPORTS:**

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).
- 2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.
- 3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

**SUPPLIER PERFORMANCE REVIEWS:**

The supplier agrees to attend periodic performance reviews, facilitated by the City's Contract Manager. Reviews will be held a minimum of once per calendar quarter and will focus on the supplier's and the City's meeting product and service quality levels stated in the contract, adherence to the contract terms and conditions, and will provide a forum to informally discuss opportunities for improving products, services, contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

**RECYCLED CONTENT PRODUCTS:**

As an essential part of the City of Los Angeles' comprehensive program for solid waste management, it is in the public interest to purchase recycled products with the highest recycled material content feasible in the City's procurement of goods and equipment. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

City employees are required to purchase recycled content products from this contract whenever feasible, consistent with the City's Recycled Products Purchasing Program.

Contractor is required to identify recycled products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

**ENERGY STAR PRODUCTS:**

The supplier must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The supplier is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and updated lists of qualifying products.

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<b>Contract ID</b> 58785		<b>Page</b> 9
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<b>Allow Multicurrency PO</b>		
<b>Allow Open Item Reference</b>		

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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[http://www.energystar.gov/index.cfm?c=bulk\\_purchasing.bus\\_purchasing](http://www.energystar.gov/index.cfm?c=bulk_purchasing.bus_purchasing)

**ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) FOR COMPUTER AND MONITOR PURCHASES:**

All desktop computers, laptop computers and computer monitors provided under this contract are required to have achieved Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

The registration criteria and a list of all registered equipment are available for review on the internet at [www.epeat.net](http://www.epeat.net).

Supplier is required to provide quarterly reports quantifying the number of EPEAT registered products purchased. The report must be submitted to the City Purchasing Agent in an EXCEL spreadsheet format provided by the City.

**CPO DELIVERY AND PAYMENT TERMS:**

Payment Terms: Net 30 Days    Delivery: 14-90 Days A R O

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**SALES/USE TAX PAID DIRECTLY TO STATE:**

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

**SUBCONTRACTORS:**

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order. All CPOs shall be approved by ITA Communications/Engineering prior to release to the contractor.

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<b>Allow Multicurrency PO</b>	
<b>Allow Open Item Reference</b>	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
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**APPROVED CONTRACT ITEM PURCHASES:**

The listed items herein cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.**

The following listed item(s) cover the only product(s) approved for purchase under this contract.

**ELECTRONIC ATTACHMENT:** Amendment No. 01 M/A-COM Products and Services Catalog dated November 01, 2008, effective November 05, 2008.

**ELECTRONIC ATTACHMENT:** Amendment No. 2, price reduction for line items 4 and 6, effective April 14, 2010

**ELECTRONIC ATTACHMENT:** Amendment No.3, effective July 07, 2010:

1. All reference made to M/A-COM shall be change dto Harris RF Communications
2. Updated Catalog: Harris Products and Services Catalog dated April 23, 2010
3. Security Update Management Service Products is Deleted from Line item 4

**ELECTRONIC ATTACHMENT:** Amendment No. 4 - Exercised Renewal Option No. 1.

CITY OF LOS ANGELES  
CALIFORNIA

DEPARTMENT OF  
GENERAL SERVICES

TONY M. ROYSTER  
GENERAL MANAGER AND  
CITY PURCHASING AGENT

OFFICE OF THE  
CITY PURCHASING AGENT  
ROOM 110, CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012



ANTONIO R. VILLARAIGOSA  
MAYOR

July 19, 2010

Dailey-Wells Communications, Inc.  
3440 E. Houston Street  
San Antonio, TX 78219

**SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 58785 – AMENDMENT 06  
RADIOS, ACCESSORIES, AND PARTS, HARRIS RF COMMUNICATIONS**

The City of Los Angeles hereby exercises Contract Renewal Option Number 2, in accordance with the Contract terms. The Contract will now expire on 8/31/2012.

Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustment for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any increases granted are effective on the date of the City Purchasing Agent's approval.**

**OFF-PEAK DELIVERY AND PICK-UP HOURS:**

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.



Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

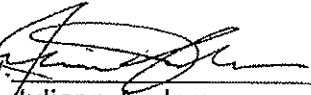
If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s). If the department identifies and determines such circumstances as permanent, the department shall notify the City Purchasing Agent of the department's intent to exclude the specific Contract(s) and/or commodities.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Kitty Pai, Procurement Analyst, at 213-928-9522 or via e-mail: [kitty.pai@lacity.org](mailto:kitty.pai@lacity.org).

Tony M. Royster   
General Manager and  
City Purchasing Agent 

By:   
Supply Services Manager

Approved as to Form  
Carmen A. Trutanich  
City Attorney

By:   
Juliann Anderson  
Deputy City Attorney