

DocuSign Envelope ID: 1385428E-C431-4812-B20F-2619F2DDC75D

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1156 Page 1
Show this number on envelope

Contract No. 39995

1 COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTORS BOND. Contractor will be provided with a copy of the executed contract.

2 GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation nor herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6 LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: San Diego, California ON THE 13 DAY OF February, 2019

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Motorola Solutions Inc.
Phone _____ Fax _____
Address 500 West Monroe Chicago IL 60661
Street City State Zip
Signature *Jerry Burch* Jerry Burch MSSI Vice President
Signature *Amy Rasor* Amy Rasor Corporate Secretary



(AFFIX CORPORATE SEAL HERE)

a) Two signatures: One by Chairman of Board of Directors, President, or a Vice President AND one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) One signature: By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of San Diego
State of California SS.

Subscribed and sworn this date
May 4 2023

Notary Seal
Diana L. Ozolins

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director Harbor Department

Approved as to form and legality
4:18 2019

City Attorney
By _____
Deputy



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1156

<p>SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 2:00 P.M. FEBRUARY 13, 2023</p>
<p><i>MP 1-21-23</i> Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890 Email: mdavies@portla.org</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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MOTOROLA APX 8500 RADIOS

PRICES SHALL BE IN ACCORDANCE WITH CITY OF LOS ANGELES GENERAL SERVICES CONTRACT NO. ARC 40 230000000019 1, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE, DIVISION 10.15(A)(8).

			Unit Price	Extension
1	15 Each	APX8500 all band MP mobile #M37TSS9PW1AN	\$ 4,136.91	\$ 62,053.65
2	15 Each	Add: WiFi/GNSS stubby antenna LMR240 #GA00250AA	\$ 80.30	\$ 1,204.50
3	15 Each	Add: TDMA operation #GA00580AA	\$ 361.35	\$ 5,420.25
4	15 Each	Add: All band mobile antenna (7/8/v/u) #GA01513AB	\$ 76.65	\$ 1,149.75
5	15 Each	Add: Keypad mic GCAL APX #W20CA	\$ 144.54	\$ 2,168.10
6	15 Each	ENH: Smartzone #G51AT	\$ 1,204.50	\$ 18,067.50

REQ. NO.: Z-23-036/81381
NOTIFY:
PAGE 2

STATE TIME OF DELIVERY: 112 DAYS AFTER RECEIPT OF ORDER
TERMS 0.00 % DISCOUNT FOR PAYMENT WITHIN 0 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-1156**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

7	15 Each	ENH: 3-year essential SVC #G78AT	\$ <u>288.00</u>	\$ <u>4,320.00</u>
8	15 Each	Add: WiFi capability #GA09001AA	\$ <u>240.90</u>	\$ <u>3,613.50</u>
9	15 Each	ENH: Astro 25 OTAR w/multi-key #G298AS	\$ <u>594.22</u>	\$ <u>8,913.30</u> +
10	15 Each	Add: Auxiliary speaker 7.5 watt APX #818CR	\$ <u>48.18</u>	\$ <u>722.70</u>
11	15 Each	Add: AES Encryption and ADP #G843AH	\$ <u>381.79</u>	\$ <u>5,726.85</u>
12	15 Each	Add: APX control head software #G444AH	\$ <u>0.00</u>	\$ <u>0.00</u>
13	15 Each	Add: Remote mount E5 MP #G67EH	\$ <u>238.71</u>	\$ <u>3,580.65</u>
14	15 Each	Del: No I600 adapter cable needed #GA01517AA	\$ <u>0.00</u>	\$ <u>0.00</u>
15	15 Each	ENH: Astro digital CAI OP APX #GA06BL	\$ <u>413.91</u>	\$ <u>6,208.65</u> +
16	15 Each	Add: APX E5 control head #GA01670AA	\$ <u>523.41</u>	\$ <u>7,851.15</u> +

FORMAL REQUEST FOR BID**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-1156**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

17	15 Each	ENH: P25 trunking software APX #G361AH	\$ <u>240.90</u>	\$ <u>3,613.50</u> +
18	15 Each	Compact Tri-Band antenna #ASFC-155-U2-B1	\$ <u>84.76</u>	\$ <u>1,271.40</u> +
19	15 Each	GPS/GNSS/WiFi ANT 3mQMA(m) #GPSCO-24-58-3QMAP	\$ <u>95.57</u>	\$ <u>1,433.55</u> +
20	15 Each	Single antenna kit supporting APX 8500 Tri-Band #PWAT-119-LT-KNT-1700-8500	\$ <u>891.15</u>	\$ <u>13,367.25</u> +

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 7/1/2023

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1156

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

SUPPLIER CONTACT INFORMATION:

Contact Person: Michael Conrey

Title: Sr. Account Executive

Telephone No.: 310-420-3792

Fax No.: _____

E-Mail Address: michael.conrey1@motorolasolutions.com

24 Hour Contact No.: 310-420-3792

AUTHORIZED DISTRIBUTOR/DEALER

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: _____ No*: _____

*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

NEW AND UNUSED: The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): _____
12 calendar months beginning when product is received by customer.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1156

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

Los Angeles General Services Contract No. ARC 40 230000000019 1 – (Attachment A)

ETHICS. – (Attachment B)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BILLING DISCOUNT TERMS

Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAX

Do not include sales tax in your bid. Sales tax will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 030616008.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Motorola Solutions Inc. Attn: Motorola Solutions Lockbox Services

ADDRESS: 13108 Collections Center Dr.

Chicago, IL 60693

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1156

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0000749148-0001-7

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER

In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Jaime L. Lee
President

Edward R. Renwick
Vice President

Diane L. Middleton
Commissioner

Lucia Moreno-Linares
Commissioner

Anthony Pirozzi, Jr.
Commissioner

Eugene D. Seroka

Executive Director

DATE: January 26, 2023

SUBJECT: BID NO. F-1156, ADDENDUM #1 – MOTOROLA APX 8500 RADIOS

THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:

Affirmative Action: The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision.

Equal Benefits: The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available.

Sincerely,

Michelle Davies
PROCUREMENT SUPERVISOR



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Jaime L. Lee
President

Edward R. Renwick
Vice President

Diane L. Middleton
Commissioner

Lucia Moreno-Linares
Commissioner

Anthony Pirozzi, Jr.
Commissioner

Eugene D. Seroka

Executive Director

DATE: April 12, 2023

SUBJECT: BID NO. F-1156, ADDENDUM #2 – MOTOROLA APX 8500 RADIOS

THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:

MAXIMUM AMOUNT: The total amount of this contract shall not exceed \$150,686.31,
Plus applicable sales taxes.

TERM: This contract will expire July 1, 2023.

Sincerely,

Michelle Davies
SENIOR MANAGEMENT ANALYST

**LOS ANGELES GENERAL SERVICES
CONTRACT NO. ARC 40 230000000019 1
(ATTACHMENT A)**

CITY OF LOS ANGELES

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



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 230000000019 1	Radio Comm Equipment, Motorola	
Contract Dates	Payment Terms	Delivery Days ARO
10-01-22 to 06-30-25	0% Net 30	Please refer to each line item for delivery days.
Central Purchasing	Vendor	Bill To
Contact: Barron Nguyen Phone: (213) 928-9548 E-mail: Barron.Nguyen@lacity.org	000028442 MOTOROLA SOLUTIONS INC 725 S FIGUEROA SUITE 1870 LOS ANGELES, CA 90071	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

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

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

PROFESSIONAL SERVICES EXCLUSION LANGUAGE:

- 1) Professional Services, such as general consulting and all forms of IT application development and programming services are not allowed to be procured through IT commodity contracts.
- 2) The City, including the Controller's Office, have the right to complete audits to verify contract compliance and that the contractor will provide the necessary information to complete these audits.

The new IT-Receiving Policy applies to this purchase.

Renewal Period Options

Option	Effective Date	Expiration Date
1	07-01-25	06-30-26
2	07-01-26	06-30-27

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	52161511	Radio Communication Equipment Manufacturer: Motorola		\$0.0000	(-) 0%	
Extended Description: RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA						
PERCENTAGE DISCOUNT: IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES CONTRACT NO. MA-IS-2240228 EXHIBIT A						
Title of Price List: ---Exhibit A, MA-IS-2240228 Contract Agreement Pricing 2022-2025, Motorola Communications Equipment & Services Applicable Price Column: --- 2022-2025 DISCOUNT Date of Price List --- July 01, 2022. (17 pages)						
Delivery Days ARO: 30						

Troy A. Lee
Authorized By

KP

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

Section intentionally left blank.

Document ID	Document Phase	Document Description	Page 4
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ARC 230000000019 CONTRACT COMMENTS:

Procurement Analyst: Barron Nguyen Phone Number: (213) 928-9548

E-mail address: Barron.Nguyen@lacity.org Fax Number: (213) 928-9511

The contract is awarded for the following:

**** RADIO COMMUNICATIONS EQUIPMENT, "MOTOROLA" ****

Award No. 230000000019

Notice of award of contract No. 230000000019 Previous Contract: 190000000037

Payment Terms: 0% 30 Days Delivery: 30 Days A R O

Shipping Terms: FOB Destination

Renewal Options Granted: N/A

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

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

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACTS:

Contact Person: Michael Conrey
Title: Sr. Account Manager
Telephone No.: (310)-420-3792
E-Mail Address: michael.conrey1@motorolasolutions.com

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.

APPROVED CONTRACT ITEM PURCHASES:

The listed items 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.

RENEWAL OPTION: (In accordance with the County of LA Contract)

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The City reserves the right to renew this contract for two (2) additional one (1) year periods in accordance with the County of Los Angeles "Terms of Agreement."

PRICE AGREEMENT CONDITIONS:

Prices charged the City are in accordance with the Motorola Product Catalog (ECAT) stipulated herein. Any subsequent price catalogue updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;

1. A letter requesting price catalogue updates shall indicate supplier's name, contract number and published price catalogue(s) date and number.
2. All new price catalogues shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price catalogue updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price catalogue and its effective date or any other price changes.
3. Purchasing Agent approved price catalogues may be requested from the supplier by each City Department that uses the contract. The price catalogues may be shipped directly from the supplier to the City department.

- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price catalogue must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Contract Purchase Order shall be submitted with the supplier's invoice to the City's Payment Services Division (SMS Accounts Payable). Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the supplier's invoice.

WARRANTIES: (In accordance with the Warranties Clause on the County of LA Contract)

The vendor shall, at no cost to the City, promptly correct any and all defects in the items or services provided hereunder. The term of this warranty shall be as set forth on the face hereof or is not term as shown, ninety (90) days from date of City's acceptance of the item or service. Vendor warrants that the items may be shipped, sold and used in customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

QUARTERLY REPORTS:

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

Document ID 230000000019	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 6 of 9
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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.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable 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.

ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable 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.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly EPP reports, to include the following (each report should be comprehensive, including all relevant information from contract inception to the

Document ID	Document Phase	Document Description	Page 7
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date of each report):

Expenditure Report of all items sold to the City that includes the following:

- Participating City departments,
- Contract Purchase Order Number,
- Manufacturer's name,
- Product code or part number,
- Product description,
- Unit of Measure,
- Quantity,
- Unit Price, and
- Extended price

Note: Individual EPP reports shall be provided for Council-Controlled Departments; Library; and the proprietary departments: Department of Water and Power, Los Angeles World Airport, and the Port of Los Angeles.

Expenditure Report of all items sold to any Other Government Agencies (other than those mentioned in item no. 1 above) using the prices, terms and conditions of any contracts resulting from this RFQ (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

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

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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).

FREIGHT/SHIPPING CHARGES:

- 1) Orders placed through the Motorola Parts & Accessories Department will ship FOB Destination, UPS Ground at no charge.
- 2) Orders placed for Radio and Factory/Manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.
- 3) Expedited shipments via Air (Fedex etc.) when requested by the City shall be at City's expense. Please prepay and add shipping or delivery charges to your invoice. Please include a copy of your freight bill with your invoice.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing 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 providing 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.

INSURANCE:

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

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.

VENDOR PAYMENT:

1. The City requires that when submitting Invoices to the Payment Services Section, the order number

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must be referenced on the Invoice. Failure to include this information will delay the payment process.

2. Correct Pricing: Contract pricing or quoted pricing for non-contract purchases should be reflected on the invoice. Price discrepancies will also cause payment delays.

3. Additional Charges: Additional charges such as freight or delivery, if applicable, must be quoted at the time the order is placed. If additional charges are included on an invoice and not reflected on the SMS order, delays will occur.

4. Where to Send Invoices: All Invoices for FMS orders should be sent to the following:

Via Email: GSD Central Invoice, gsd.centralinvs@lacity.org

OR

By Mail: Payment Services Section, Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012.

The new IT-Receiving Policy applies to this purchase. End-users must scan and attach one of the supporting documentation below to the RC document in FMS 2.0.

- For tangible products (i.e. computer equipment or IT accessories): End-user must scan and upload a receipt of delivery or packing slip that verifies items delivered.

- For non-tangible products (i.e. software delivered electronically): End-user must scan and upload any receipts or confirmation email(s) which show the electronic delivery of a product or associated documentation to the RC document in FMS 2.0.

- For services related to installation or maintenance of equipment purchased: End-user must scan and upload any receipts or documentation to the RC document in FMS 2.0. Additionally, the end-user must sign the documentation, acknowledging that the related services were completed and accepted.

**ETHICS – FORMS CEC 50 AND 55
(ATTACHMENT B)**

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) Bid # F1156	Awarding Authority (Department awarding the contract) Port of Los Angeles Police Department
Bidder Name Motorola Solutions	
Address 500 W. Monroe Chicago IL. 60661	
Email Address michael.conrey1@motorolasolutions.com	Phone Number 310-420-3792

Certification


I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration, or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Michael Conrey	
Name	Signature
Sr. Account Executive	1/24/2023
Title	Date

Form 55 Instructions



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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

***Example 1:** Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

***Example 2:** Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.



Prohibited Contributors (Bidders)



This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Bid # F1156 Date Bid Submitted: 1/24/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Motorola APX8500 Portable Radios

Awarding Authority (Department awarding the contract): Port of Los Angeles Police

Bidder Name: Motorola Solutions

Bidder Address: 500 West Monroe, Chicago, IL, 60661

Bidder Email Address: michael.conrey1@motorolasolutions.com Bidder Phone Number: 310-420-3792

Schedule Summary

Please complete all three of the following:

<p>1. SCHEDULE A – Bidder's Principals (check one) The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>2. SCHEDULE B – Subcontractors and Their Principals (check one) The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____</p>		

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Michael Conrey
Name Signature

Sr. Account Executive 1/24/2023
Title Date

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Greg Brown</u>	Title: <u>Chairman and Chief Executive Officer</u>
Address: <u>500 West Monroe. Chicago, IL. 60661</u>	

Name: <u>Mark Hacker</u>	Title: <u>Executive Vice President, General Counsel & Chief Administrative Officer</u>
Address: <u>500 West Monroe. Chicago, IL. 60661</u>	

Name: <u>Jack Molloy</u>	Title: <u>Executive Vice President & Chief Operating Officer</u>
Address: <u>500 West Monroe. Chicago, IL. 60661</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name No Subcontractors will be used to fulfill this bid request.
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

FORMAL REQUEST FOR BID**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-1156**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023**GENERAL CONDITIONS
READ CAREFULLY**

- 1 **FORM OF BID AND SIGNATURE** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
- 2 **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- 3 **SPECIFICATION CHANGES** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- 4 **BRAND NAMES AND SPECIFICATIONS** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- 5 **AWARD OF CONTRACT** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- 6 **PURCHASE AGREEMENT** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- 7 **PRICE GUARANTEE** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions at prices below those stated herein, such lower prices are to immediately be extended to the City.
- 8 **DEFAULT BY SUPPLIER** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- 9 **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- 10 **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrue charges.
- 11 **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted.
- 12 **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
- 13 **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14 **PAYMENTS** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- 15 **ASSIGNMENT** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16 **NONDISCRIMINATION** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- 17 **SAFETY APPROVAL** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- 18 **PREVAILING WAGES** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19 **CONTRACTOR'S LIABILITY** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1156

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

- 20 **PATENT RIGHTS** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agree to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent
- 21 **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California
- 22 **TERMINATION FOR NON-APPROPRIATION** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year
- 23 **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor 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 the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time

THE END

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