

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

BID NO. F-810 Page 1  
Show this number on envelope

Contract No. 39653

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 and the reverse side, any addendums and when required, CONTRACTOR'S 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" on the reverse side of this form. 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 not 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: \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_  
City, State Date Month Year

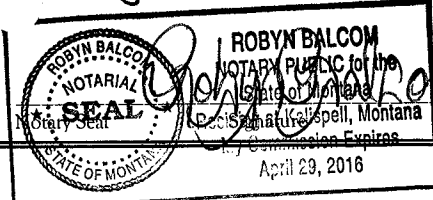
BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Nomad Global Communication Solutions, Incorporated  
Phone 406-755-1721 Fax 406-755-1731  
Address PO Box 865 Kalispell MT 59903  
Street City State Zip  
Signature [Signature] Printed Name Will Schmeitz Printed Title President / CEO  
Signature [Signature] Printed Name Clay Birdford Printed Title Vice President

(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 Flathead  
State of Montana S.S.  
Subscribed and sworn this date  
August 27, 2012  


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  
Date \_\_\_\_\_

Approved as to form and legality  
11/5, 2012  
City Attorney  
BY [Signature]  
Deputy



**REQUEST FOR BID NO. F-810 – CLARIFICATION  
MOBILE COMMUNICATION AND POWER SYSTEM**

PLEASE PROVIDE YOUR PREVIOUSLY QUOTED PRICES TO FIT THE FORMAT BELOW FOR THE IDENTIFIED LINE ITEM NUMBERS. CHANGES TO BID NO. F-810 HAVE BEEN MADE IN RED TO BETTER CLARIFY COST BREAKDOWN.

PLEASE RESPOND BY 2PM, FRIDAY, SEPTEMBER 14, 2012.

VENDOR NAME: Nomad Global Communication Solutions

Line  
Item

No.    Qty    Description    Unit Cost

4.    2    EA    Each System Per Month \$ 95.00 per system  
**MOBILE RESPONDER STANDBY SERVICE PLAN.** Plan to include zero (0) days of unlimited access.

State any applicable overage fees when unit is deployed  
.....Each System Per Day \$ 95.00 per system

5.    2    EA    Each System Per Month \$ 80.00 per system  
**PHONE LINES (MR-PS)** - Eight (8) lines per each system for a total of (16) lines  
To Include:

- Satellite Quality of Service Voice (g. 729) Optimization
- Phone number with choice of area code
- Unlimited nationwide calling
- Zero (0) days in Mobile Responder "Stand By" Plan

State cost per system for each additional day.....\$ 300.00 per system

Unit Cost    Extended Cost

8.    2    EA    Each System \$ 240.00    \$ 480.00  
**MOBILE RESPONDER PHONE ACTIVATION** - Eight (8) lines per each system for a total of (16) lines



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- 4. 2 EA Each Per Month \$ 95.00 per unit  
**MOBILE RESPONDER STANDBY SERVICE PLAN.** Plan to include zero (0) days of (per trailer)  
 unlimited access.  
  
 State any applicable overage fees when unit is deployed. ....Each Per Day \$ 95.00 per unit  
(per trailer)
- 5. 16 EA Each Per Month \$ 80.00 per unit  
**PHONE LINES (MR-PS) - Eight (8) lines per each system**  
 To Include:
  - Satellite Quality of Service Voice (g. 729) Optimization
  - Phone number with choice of area code
  - Unlimited nationwide calling
  - Zero (0) days in Mobile Responder "Stand By" Plan
 State cost for each additional day.....\$ 300.00 per unit
- 6. 1 DAY Day \$ Included  
**TRAINING, FULL DAY, WITH SQUIRE TECH SOLUTIONS TRAINER.** All associated  
 documentation and reference guides to be included.
- 7. 2 EA Each \$ 200.00 \$ 400.00  
**MOBILE RESPONDER 00 ACTIVATION**
- 8. 16 EA Each \$ 240.00 \$ 480.00  
**MOBILE RESPONDER PHONE ACTIVATION - Eight (8) lines per each system**

**DEADLINES FOR DELIVERY, INSTALLATION AND COMPLETION:**

This contract is funded by grants that include deadlines which, if not met, will cause City to lose said grant funding. Therefore, contractor agrees to deliver to the Harbor Department the entire order no later than March 1, 2013 and properly invoice for such equipment immediately upon delivery.

Please initial that you understand above paragraph regarding deadlines for this project: JG

**GRANT FUNDING – FLOW DOWN REQUIREMENTS:**

Full or partial funding for this project is provided through the State of California Emergency Management Agency, Urban Area Security Initiative Fiscal Year 2010; therefore, vendor/contractor agrees to comply with any Federal or State flow down requirement(s), as applicable, in the Code of Federal Regulations and Office of Management and Budget Circulars, including but not limited to Principles for Determining Allowable Cost (2 CFR Part 225), Davis Bacon Act and Labor Provisions (2 CFR Parts 1 and 5, respectively), Non-Procurement Suspension and Debarment (2 CFR Part 1200), and OMB Circulars A-87, A-102 and A-133. Further, vendor acknowledges that funding from this award is a federal-in-aid program funded by the U.S. Department of Homeland Security.

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## SUSPENSION AND DEBARMENT

### Special Note for Agreements/Contracts Utilizing Federal and/or State Grant Funds:

The OMB Circular A-133, Suspension and Debarment federal requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.

Additionally, vendor agrees that its firm is not subject to debarment and suspension to any State, Local or Federal Government Agency.

**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.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include 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.

**ADDENDUMS.** From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website – [www.labavn.org](http://www.labavn.org). It is the responsibility of the bidder to be aware of and respond to any such addendum(s) 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.

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## SUPPLIER CONTACT INFORMATION:

Contact Person: Jimmy Gladden

Title: Sales Manager

Telephone No.: 406-755-1721

Fax No.: 406-755-1731

E-Mail Address: jimmy.gladden@nomadges.com

24 Hour Contact No.: 888-755-1721

**INSURANCE:** Contractor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown on the attached Los Angeles Harbor Department Insurance Assessment Request document (Exhibit A). Such proof, except for Workers' Compensation, shall include the following clauses:

### **ADDITIONAL INSURED**

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

### **PRIMARY COVERAGE**

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

### **NOTICE OF CANCELLATION**

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of nonpayment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

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## INSURANCE PROCEDURES

### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA<sup>®</sup> is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA<sup>®</sup> include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

### Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

### **RENEWAL**

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA<sup>®</sup>. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation, please go to <http://www.portoflosangeles.org/business/risk.asp>.

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## General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

## Auto Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than FIVE HUNDRED THOUSAND Dollars (\$500,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

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Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

NOTE:

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:   *JG*   (initial)

**Upon approval of insurance, contractor will receive written authorization to proceed.**

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED**

**MAKES, MODELS & BRAND NAMES.** Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

**ILLUSTRATIVE AND TECHNICAL DATA.** When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

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**DEVIATION FROM SPECIFICATIONS.** Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

**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.

**ADDITIONAL QUANTITIES.** The Harbor Department requests 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: \_\_\_\_\_.

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

**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.

**CARE & CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

**INSPECTION RESPONSIBILITY.** Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

**SITE MAINTENANCE & CLEAN-UP.** Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

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**DELIVERY POINT.** PRICES TO INCLUDE ALL DELIVERY CHARGES, F.O.B. Port of Los Angeles, Port Police – Fiscal Operations, 330 S. Centre Street, San Pedro, CA 90731.

**DELIVERY.** Delivery is required no later than March 1, 2013. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

LOCATION DOES NOT HAVE A LOADING DOCK. DELIVERY TRUCKS MUST BE EQUIPPED WITH A MECHANICAL LIFT.

**BILLING DISCOUNT TERMS.** Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**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.

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 101 211 750

**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: Nomad Global Communication Solutions  
ADDRESS: PO Box 865  
Kalispell, MT 59903

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.

**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.

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**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.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE).** It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

**CONTRACT SOLICITATIONS CHARTER SECTION 470 (C) (12).** 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 bid 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 City Ethics Commission (CEC) Form 55 to the awarding authority at the same time the bid is submitted (See Attachment). The form requires 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 a completed CEC Form 55 may be deemed nonresponsive. Proposers 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](http://ethics.lacity.org).

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**LOCAL BUSINESS PREFERENCE PROGRAM.** The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

**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, (213) 473-5901, 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.

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-810**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: AUGUST 28, 2012**

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**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.

**SPECIAL NOTE.** If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-810**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: AUGUST 28, 2012**

## 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.
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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders 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. Bidder 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 bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders 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. **PAYMENTS.** Payment terms are NET 30 days unless bidder 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.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 agrees 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.
16. **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.
17. **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 30<sup>th</sup> 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.

THE END

No. 285 Rev. 7/12-116

The Port of Los Angeles requests for bids (RFB) for a portable satellite radio communication trailer system that will provide on-scene communications, power, lighting and storage for public safety communications, disaster recovery and continuity of operations. The trailer should include towing capability and self-sufficiency (sustaining power without refueling for up to 14 days). The platform allows first responders to bring power, lights and critical communications (radio, video, voice & data) to an incident site without taking away from other critical operation resources.

**Specifications:**

- Electronics enclosure with dedicated 7000 BTU air conditioning, 1500 Watt heating, and humidity control system.
- Environmentally controlled electronics enclosure design to meet NEMA4X standards: protection from airborne particulates (dust, dirt, debris), external protection from ingress of rain, sleet, snow, splashing water and hose directed water
- Dual axle with physical redundancy of 4 wheels, 4 tires, and 4 surge brakes.
- Rust resistance on wheels and axles for vary salty environments.
- Ability to add additional "high clearance" axle
- Secure External all weather rated, for communications rack connection without exposing electronics or destabilizing the environmental controls. Two part door with cable "drop" door. Doors have gas struts & LED lighting for night use.
- Electronic enclosure with 40 rack units (RU) and independent vibration isolation and suspension.
- Optional 3rd Rack for 60 RU configurations in NEMA Enclosure.
- Secure rear door for access to back of electronics rack, wiring and cabling.
- Multiple Secure Conduits throughout trailer system to external ports and internal compartments.
- Integrated instrumentation control panel for operational control and management in secure compartment.
- Side Accessible I/O Panel Control panel features: Generator start/stop/auto switch, run time digital hours meter, gen-set system monitor, compressor switch, mast lift/stow safety switch, shore power and power hook-ups
- Center Bay AC Breaker Panel and DC Fuse Box with Gen Set.
- Center Bay with 12 Kw Diesel Generator single or triple phase 110V/60 Hz. Service by any authorized EPS worldwide.
- Muffled exhaust and Sound attenuated enclosure decrease noise impact. (<68dB)
- Separated external Master Switch power kill (with lock loop for security)
- Vibration isolated Gen Set enclosure
- 96 gallon internal fuel tank with lighted outside gauge.
- Up to 14 day continuous runtime on single tank of fuel
- External power accessible utility power connections with GFI protection
- Two 120v/15Amp shore power inputs
- Integrated trickle charger for battery bank insuring standby readiness
- Standard 30.5' pneumatic tower with internal cable set, pressure regulator, and emergency release valves
- Stowed height clearance on trailer under 8' (standard mast)
- Mast upgradable to without 'guy wires' required
- Air compressor with oil free design for pneumatics systems including mast tower and external receptacles.
- Miscellaneous Air Ports throughout for Pneumatic hose quick release attachments in front and rear of trailer system.
- High power LED scene lighting on tower with integrated switch on control panel
- MVSAT 1000k Ku Band 1 Meter AvL Technologies auto acquire satellite dish system with polarization adjust rotation of reflector/feed with feed-boom mounting kit.
- Antenna control unit with One-button Fully Automatic Satellite Acquisition, with integrated GPS, Compass, and Level Sensor Inputs
- 4W Block up converter (BUC) for predetermined network power consumption specification
- PLL type Low noise block (LNB) for satellite network receive requirements

- Rack mounted satellite modem (TCP acceleration, QoS and prioritization) with rack mount kit
- Multi-port enterprise VoIP router with integrated VoIP module and rack mount system
- Long range multi-purpose wireless access point with 600mW power output and integrated security
- Power-over-Ethernet (PoE) smart switch with full management and controls
- 2 Rack mount power strips with 12 NEMA5-15R outlets and 15amp circuit breaker, with option for 3rd rack in NEMA
- LED lighted storage, electronics, and Generation Bays with secure key lock.
- Internal aluminum 2"X 2" Tubing Skeleton with internal walls 1/8" aluminum skins.
- Insulation with loose spun fiber glass in Gen Set enclosure walls and Styrofoam insulation within all walls, flooring, and ceiling throughout.
- Extreme weather industrial Grade Genesis paint with industrial grade etching primer.
- ALL exterior metal hardware is stainless steel
- All lights (internal and external) are long life LED with low power consumption
- Four integrated Tie down "D" rings
- Adjustable Height Pintle hitch coupler system
- Tire rack with matching spare wheel/tire and on board lug wrench.
- Hydraulic/Surge braking system without "break box" controller installation required
- Structurally integrated leveling jacks (4)
- Max Gross Trailer weight under 6000 lbs.
- Removable core trailer components in case of accidental breakage (entire tongue assembly and all jack legs removable)
- Solid Sub-frame of continuous welded Industrial grade steel C channel and tubing.
- Nycoil with Radio LMR Cabling and CAT6 with mast top Antenna mounting bar.