

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

BID NO. F-1154 Page 1

Show this number on envelope

Contract No. 39996

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, 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" 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 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: Auburn, Washington ON THE 15th DAY OF February, ~~2019~~ ²⁰²³
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Zones, LLC
Phone 310-766-0124 Fax 253-288-6795
Address 13915 Cerritos Corporate Drive, Suite A Cerritos CA 90703
Street City State Zip
Signature [Signature] Jon Bailey VP, Business and Legal Affairs
Printed Name Printed Title



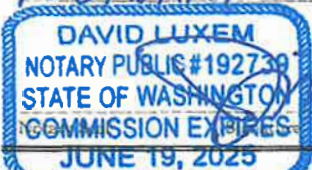
Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

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.

Please see attached letter below.

County of <u>King</u> State of <u>Washington</u> S.S. Subscribed and sworn this date <u>FEBRUARY 15th, 2019-23</u> 	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 _____, ²³ 2019 City Attorney BY _____ Deputy
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1154

SUBMIT BID TO :
Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:
7:30 a.m. – 4:30 p.m.

Monday through Friday (excluding Holidays)

**BID DUE BEFORE
2:00 P.M.
FEBRUARY 22, 2023**

**BIDS WILL BE PUBLICLY
OPENED**

MP 2223
Buyer: Michelle Davies, Senior Management Analyst (310) 732-3890
Email: mdavies@portla.org

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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DELL 7220 LATTITUDE RUGGEDIZED TABLET

			Unit Price	Extension
1	63 Each	Dell 7220 Latitude Ruggedized Tablet: <ul style="list-style-type: none"> • Dell latitude 7220 rugged, BTX SKU # 210-ATee • 8th generation intel core i5-8365u processor (4 core, 6MB) cache, 1.6GHz, 15W, SKU# 379-BDQV • Windows 10 pro (includes Windows 11 Pro License) English, French, Spanish SKU# 619-AQMP • No Microsoft Office License included SKU# 658-BCSB • Intel Core i5-8365u with u-blox NEO-M8 GPS card 16GB memory SKU# 338-BTPU • vPro technology advanced Mgt. SKU# 631-ACHG • 16GB 2133MHz LPDDR3 memory SKU# 370-AFDB • M.2 256GB PCIe NVMe class 35 solid state drive SKU # 400-BNOD • 11.6", FHD (1920x 1080), 1000 Nit outdoor readable, AG/AS/AP, glove-capable touchscreen SKU# 391-BEVG • Intel Wi-Fi AX200 driver w/Bluetooth SKU# 555-BFIW • Intel AX200 wireless card rugged SKU# 555-BFJX • No mobile Broadband card SKU# 362-BBBB • 2-cell (34Wh) 3-year limited hardware warranty Lithium Ion primary battery SKU # 451-BCIK • 90 watt AC adapter SKU# 450-AELY • No security software SKU# 650-AAJS 	\$ 2,288.50	\$ 144,175.50
(CONTIUNED ON NEXT PAGE)				

REQ. NO.: Z-23-043/81840
NOTIFY:
PAGE 2

STATE TIME OF DELIVERY: 30 DAYS AFTER RECEIPT OF ORDER
TERMS 0 % DISCOUNT FOR PAYMENT WITHIN 30 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

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BID NO. F-1154

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BID DUE BEFORE 2:00 PM ON: FEBRUARY 22, 2023

	Line 1 continued	<ul style="list-style-type: none"> • E4 power cord 1M for US SKU# 537-BBBL • Latitude rugged 7220 Getting Started Guide SKU# 340-COCF • No secondary battery SKU # 451-BCOI • Fixed hardware configuration SKU# 998-FIUY • System regulatory label SKU # 389-DRXP • Regulatory label (WLAN) SKU# 389-DRXQ • Windows 10 additional software SKU# 658-BEPO • System shipment, latitude 72 x 2 SKU# 340-AQME • Direct-ship info mod SKU#340-CKTD • No option included SKU# 340-ACQQ • Energy Star qualified SKU# 387-BBNJ • Print on demand label SKU# 389-BLDF • 5 MP HD IR webcam /8 MP rear camera with flash and dual microphone SKU# 319-BBHH • WLAN chassis with NFC SKU# 321-BEVS • Connector for I/O expansion SKU# 750-ABNN • Mini serial port SKU# 325-BDNX • Hazardous locations certification SKU# 340-CNKH • Full security options (FPR, contacted SC, contactless SC SKU# 461-AAHE • ProSupport plus: next business day onsite 3 years SKU# 804-0513 • Dell limited hardware warranty initial year SKU #997-6988 • ProSupport plus: accidental damage service, 3 years SKU# 997-7005 • ProSupport plus: keep your hard drive, 3 years SKU # 997-7006 • Prosupport plus: 7 x 24 technical support 3 years SKU# 997-7040 		
2	26 Each	Dell keyboard with kickstand for rugged extreme tablet SKU# 580-AGLL	\$ <u>396.99</u>	\$ <u>10,321.74</u>
3	53 Each	Panorama dual sharkfin antenna (including tri band whip & all cables, standard length needed to support cradle-pointe modem) Dell # PWAT-119-LT-KNT-1700-8500	\$ <u>660.75</u>	\$ <u>35,019.49</u>
4	53 Each	Panorama accessory for tri-band tall whip Dell # ASFC-155-U2-B1	\$ <u>56.38</u>	\$ <u>2,987.93</u>
5	53 Each	Panorama accessory antenna (puck antenna that plugs directly into the radio transceiver w/QMA connections for WiFi & GPS) Dell # GPSCO-24-58-3QMDP	\$ <u>73.11</u>	\$ <u>3,874.58</u>
6	63 Each	Cradlepoint router w/ATT/FirstNet SIM slot, WIFI & 3 year Netcloud mobile ESSEN plan & CLDS ADV plan Dell #MAA3-1700120B-NA	\$ <u>1,850.21</u>	\$ <u>116,562.92</u>

NOTE: For Line Item 3 & 13: Complete configuration is provided at the end of the document (Pricing Notes).

For Line Item 1: Dell 7220 Latitude is EOL, new model is 7320 as per Dell. Complete configuration is attached.

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7	53 Each	Havis mount Dell latitude 7220 rugged 12" tablet with external power supply <i>Dell # DS-DEL-608-2</i>	\$ 668.03	\$ 35,405.52
8	49 Each	Havis universal monitor mount <i>Dell #C-UMM-103</i>	\$ 73.83	\$ 3,617.55
9	49 Each	Havis universal monitor mounting bracket <i>Dell #C-SM-SA</i>	\$ 58.52	\$ 2,867.35
10	49 Each	Havis adapter bracket (for C-UMM-103) <i>Dell # C-ADP-121</i>	\$ 13.58	\$ 665.23
11	49 Each	Havis swivel arm mount w/side mount bracket 6" base, extension <i>Dell # MD-ARM-0606-L</i>	\$ 115.06	\$ 5,637.74
12	49 Each	Havis USB keyboard with mount <i>Dell # PKG-KB-206</i>	\$ 439.98	\$ 21,558.87
13	10 Each	Panorma single sharfin antenna, includes antenna with wire leads <i>Dell # PWAT-119-LT-KNT-2200-1M</i>	\$ 231.53	\$ 2,315.34

NOTE: For Line Item 3 & 13: Complete configuration is provided at the end of the document (Pricing Notes).

For Line Item 1: Dell 7220 Latitude is EOL, new model is 7320 as per Dell. Complete configuration is attached.

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: 60 Days.

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.

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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.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP):

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) – 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.

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.

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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.

SUPPLIER CONTACT INFORMATION:

Contact Person: Imran Yunus

Title: VP, Sales

Telephone No.: 310-766-0124

Fax No.: 253-288-6795

E-Mail Address: imran.yunus@zones.com

24 Hour Contact No.: 310-766-0124

AUTHORIZED DISTRIBUTOR/DEALER

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

Yes: [Signature] 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): 1- 3 Years

Acknowledged _____

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.



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INDEMNIFICATION AND INSURANCE:

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, Vendor 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 Vendor'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 Purchase Order by Vendor 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 Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, 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 KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

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.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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.

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HARBOR DEPARTMENT

BID NO. F-1154

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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 day notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. 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>.

Vendor 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 below:

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.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, 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 Vendor'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 Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor'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, each policy shall include 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-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

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Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 **One Million Dollars (\$1,000,000.00)** 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, each policy shall include 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-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor 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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor 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 Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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: 102302546.

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.**

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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: Zones, LLC
ADDRESS: PO Box 34740 Seattle, WA 98124-1740

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.

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: 0000271616-0001-1.

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.

**LOCAL BUSINESS PREFERENCE PROGRAM
(ATTACHMENT A)**

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor 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 Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

Zones, LLC

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 

Title: VP, Business and Legal Affairs

Printed Name: Jon Bailey

Date Signed: 02/15/2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Washington
County of King

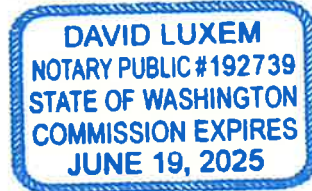
On Feb. 15, 2023 before me, DAVID LUXEM, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Jon Bailey, VP, Business and Legal Affairs of Zones, LLC
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



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

Bidder Certification

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) F-1154	Awarding Authority (Department awarding the contract) Port of Los Angeles
Bidder Name Zones, LLC	
Address 13915 Cerritos Corporate Drive, Suite A Cerritos, CA 90703	
Email Address imran.yunus@zones.com	Phone Number 310-766-0124

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.

Jon Bailey
Name


Signature

VP, Business and Legal Affairs
Title

Feb. 15, 2023
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.

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): F-1154 Date Bid Submitted 02/16/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Dell 7220 Latitude Ruggedized Tablet

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

Bidder Name: Zones, LLC

Bidder Address: 13915 Cerritos Corporate Drive, Suite A Cerritos, CA 90703

Bidder Email Address imran.yunus@zones.com Bidder Phone Number: 310-766-0124


Schedule Summary

Please complete all three of the following:

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.)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u>		

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.

Jon Bailey 
Name Signature

VP, Business and Legal Affairs 02/15/2023
Title Date

Prohibited Contributors (Bidders)

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: Firoz Lalji Title: Chairman and Chief Executive Officer
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: Derrek Hallock Title: President and Chief Operating Officer
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: Russell Day Title: EVP, CFO & Chief Strategy Office
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: Dominic Camden Title: Senior Vice President and Chief Sales Officer
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: Sean Hobday Title: Senior Vice President of Global Business Development
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: Saad Ayub Title: Chief Digital Officer
 Address: 1102 15th Street SW, Auburn, WA 98001-6524

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

N/A

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
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-1154
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 22, 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.
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 accrued 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 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.
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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1154

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 22, 2023

of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

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

No. 285 Rev. 07/15-116

Pricing Notes

- Page# 3 of 28 – Line Item# 3: Complete configuration for part# **PWAT-119-LT-KNT-1700-8500** is provided below:

Mfg. P/N	Vendor Name	Description	Qty
GPSD4-6-60-Q	PANORAMA ANTENNAS, INC.	4G/5G 4x4 MIMO SHARKFIN ANT. 4x WIFI 1x GPS/GNSS - BLAC	1
C32SP-10SJ	PANORAMA ANTENNAS, INC.	10m CS32 Cable ASSY SMA(m) - SMA(f)	4
C32SP-10SMARV	PANORAMA ANTENNAS, INC.	C32 cable is a high-performance double shielded solid core 5mm coaxial cable and a great alternative to LMR-195. The extra shielding protects from loss of gain at higher frequencies making it ideal for up to 6GHz. 10m/32ft C32 Cable SMA(m)-SMA(m) RP	4
ASFC-155-U2-B1	PANORAMA ANTENNAS, INC.	The Compact Tri-Band Whip covers VHF 150-160MHz, UHF 450-512MHz and either 700MHz (with fallback coverage across 806-870MHz) or 800 MHz featuring a flexible overmoulded base section and a black jacketed flexible wound rod element.	1
GPSCO-24-58-3QMAP	PANORAMA ANTENNAS, INC.	GPS/GNSS/WIFI ANT 3m QMA(m)	1

- Page# 4 of 28 – Line Item# 13: Complete configuration for part# **PWAT-119-LT-KNT-2200-1M** is provided below:

Mfg. P/N	Vendor Name	Description	Qty
SHKG-7-27-24-58	PANORAMA ANTENNAS, INC.	MIMO Sharkee with Dual Cell, Dual Wi-Fi, and GPS with no optional radio	1
C29SP-1SJ	PANORAMA ANTENNAS, INC.	C29 cable is a high-performance double shielded 5mm coaxial cable with extra shielding for less loss of gain at higher frequencies and are ideal for connecting cellular / LTE antennas to many routers and modems. 1m/3ft C29 Cable SMA(f)-SMA(m)	2
C32SP-1SMARV	PANORAMA ANTENNAS, INC.	1m CS32 CABLE SMA(m) - SMA(m) RP	2
C74-FP-1-SMAP-GNSS	PANORAMA ANTENNAS, INC.	FME male - SMA male GPS	1

LAT,SAWTOOTH TABLET,7230 RUGEstimated delivery if purchased today:
Feb. 21, 2023

Description	SKU
12th Gen. Intel Core i5-1240U (12 MB cache, 10 cores, 12 threads, up to 4.40 GHz, vPro)	338-CHID
Integrated Intel Iris Xe Graphics for i5-1240U vPro Processor, 16GB DDR5 Memory with u-blox NEO-M9N GPS card	338-CGSP
16 GB, 2 X 8 GB, LPDDR5, 5200MHz, Integrated	370-AHKW
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP
No Microsoft Office License Included	658-BCSB
Intel vPro Technology Advanced Management Features	631-ADOX
256 GB, M.2, PCIe NVMe, SSD, Class 35	400-BOLL
12" Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	391-BGZL
5MP front dedicated IR/RGB, 11MP rear with flash and microphone	319-BBJL
WLAN, GPS Antennas only (Pogo vehicle docking, No RF passthrough)	555-BIFI
Intel AX211 WiFi 6E + BT 5.2 5G	555-BIHY
Backcover, no Fingerprint, no Smartcard reader, no removable SSD	346-BILM
Right hand side expansion port - USB-A	590-TFJW
Top expansion port, RJ45	590-TFKB
Hot surface warning label	389-ECGC
Primary 2 Cell 35.6 Whr, ExpressCharge(TM) Capable	451-BCZJ
Battery slot cover	325-BERE
90W Type-C EPEAT Adapter	450-AMLN
No Handle	750-ADPN
ENERGY STAR Qualified	387-BBLW
EPEAT 2018 Registered (Gold)	379-BDZB
Intel Rapid Start and Smart Connect Technology	409-BCWQ
Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	555-BIFL
Power Cord 1M US	450-AAEJ
Setup and Features Guide	340-DCSZ
Dell Additional Software	658-BFQB
Mix Packaging 90W L10 CTY No WWAN	340-DDEF
Hazardous Locations Certification	389-EFFU
Latitude 7230 Rugged Extreme	210-BFQT
Custom Configuration	817-BBBB
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513
Dell Limited Hardware Warranty Initial Year	997-6988
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367

OFFICER SIGNATURE AUTHORITY RESTRICTION LETTER — JON BAILEY

Subject to the authority delegated by the Board of Managers (“**Board**”) of Zones, LLC (“**Company**”) and to the express limitations established and set forth in this Officer Signature Authority Restriction Letter by the Board-appointed Signature Authority Committee of Company or its parent (“**SAC**”), and effective on January 1, 2020 (“**Effective Date**”), I, Jon Bailey, in my capacity as Vice President, Business and Legal Affairs (“**Title**”), an officer of the Company, acknowledge and agree that I am an authorized representative of Company empowered to review and execute certain contracts or other binding documents of the types specified in the table below (each, a “**Contract**”), but only in accordance with the limitations set forth in such table (“**Limitations**”) until the earlier of: (a) the date on which I cease to be an officer of the Company; and (b) the date of my receipt of written notification by the Board or by a member of the SAC that my signature authority has been revoked.

CONTRACTS AND LIMITATIONS		
Authorized Contract Type(s)	Not to Exceed Amount	Additional Requirements
All, except banking and tax submissions, and property leases.	Not applicable.	<ul style="list-style-type: none"> • Contract drafting, negotiation, and execution must comply strictly with Company’ policies and approved Contract review and approval processes. • Executed Contracts must be saved in required location(s). • Contracts must not be signed other than as authorized hereunder.
Scope Limits	Contract Duration	
None.	Unlimited.	

I further acknowledge that my authority set forth herein is restricted to me alone and may not be transferred, reappointed or sub-delegated to any other person; provided that certain signature authority not to exceed my own authority specified herein may be delegated by me to an employee who reports up to me if such employee and I have signed a separate *Signature Authority Delegation Letter* prepared by the SAC specifically for such employee, and provided further that in the event of such delegation I remain responsible for signatures applied by such employee delegate. I further acknowledge my responsibility to ensure that no employee(s) reporting up to me, if any, sign any contracts or other binding documents on behalf of Company or any of its affiliates, except as expressly authorized in an executed Signature Authority Delegation Letter.

Acknowledged and agreed by:

Jon Bailey
Vice President, Business and Legal Affairs

Issued by the SAC in accordance with the
Action by Unanimous Consent
of the Board of Managers
on December 12, 2019