

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

BID NO. F-1065 Page 1
Show this number on envelope

Contract No. 39906

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: San Diego, California ON THE 16th DAY OF December, 2019
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Motorola Solutions, Inc.
Phone (858) 334-8940 Fax (858) 653-5822
Address 10680 Treena Street, Suite 200 San Diego California 92131
Street City State Zip
Signature Scott Lees Printed Name Printed Title
MSSSI Vice President, Los Angeles Region
Signature David Little Printed Name Printed Title
Assistant Secretary



(AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President AND one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) One signature: By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2019
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 _____, 2019
City Attorney
BY _____ Deputy

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1065

<p>SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	
<p>Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890 Email: mdavies@portla.org</p>	

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
-------------------	-----------------------	-------------------	-----------

THIS ORDER IS IN ACCORDANCE WITH CITY OF LOS ANGELES GENERAL SERVICES CONTRACT NO. ARC 40 190000000037 1, COOPERATIVE PURCHASE ARRANGEMENT, LOS ANGELES ADMINISTRATIVE CODE, DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

			Unit Price	Extension
1	23 Each	APX8500 all band MP mobile "Motorola" #M37TSS9PW1 N	\$3,339.00	\$76,797.00
2	23 Each	ENH: Astro digital CAI operation "Motorola" #G806	\$360.50	\$8,291.50
3	23 Each	ENH: Smartzone operation APX "Motorola" #G51	\$1,050.00	\$24,150.00
4	23 Each	ADD: P25 trunking software "Motorola" #G361	\$210.00	\$4,830.00
5	23 Each	ADD: TDMA operation APX "Motorola" #GA00580	\$315.00	\$7,245.00
6	23 Each	ENH: Astro 25 OTAR w/multi-key "Motorola" #G298	\$518.00	\$11,914.00

REQ. NO.: Z-20-034/59758 NOTIFY: J. Marcelo PAGE 2	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
----------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

7	23 Each	ADD: Advanced system key – hardware key "Motorola" #GA01648	\$3.50	\$80.50
8	23 Each	ADD: O5 control head "Motorola" #G442	\$302.40	\$6,955.20
9	23 Each	ADD: Control head software "Motorola" #G444	\$0.00	\$0.00
10	23 Each	ADD: Remote mount "Motorola" #G67	\$207.90	\$4,781.70
11	23 Each	ADD: Keypad mic GCAI "Motorola" #W20	\$126.00	\$2,898.00
12	23 Each	ADD: Auxilary speaker "Motorola" #B18	\$42.00	\$966.00
13	23 Each	ADD: AES encryption APX "Motorola" #G843	\$332.50	\$7,647.50
14	23 Each	ADD: WI-FI capability "Motorola" #GA09001	\$210.00	\$4,830.00
15	23 Each	ADD: Out of the box WIFI provisioning "Motorola" #GA09007	\$0.00	\$0.00
16	23 Each	ADD: 3Y essential service "Motorola" #G78	\$168.00	\$3,864.00
17	23 Each	ADD: remote mount CBL 30 feet "Motorola" #G610	\$17.50	\$402.50

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

18	23 Each	ADD: Covert WIFI dual band antenna QMA glass mount "Motorola" #PMAN5101A	\$72.00	\$1,656.00
19	23 Each	ADD: Service tool QMA connector remover "Motorola" TL000119A01	\$106.43	\$2,447.89
20	1 Each	Airwave supply & install 30 panorama PWAT-119-GPSD-PAT2 "Motorola" #SVC	\$24,227.00	\$24,227.00

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

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

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

BID SUBMITTAL TIMELINESS

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Lauren Kirkland

Title: Account Manager

Telephone No.: 619-405-7100

Fax No.: _____

E-Mail Address: lauren.kirkland@motorolasolutions.com

24 Hour Contact No.: 619-405-7100

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

AUTHORIZED DISTRIBUTOR/DEALER

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

Yes: _____ No*: _____ Mfr.: _____

*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):

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

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.

ETHICS. – (Attachment A)

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.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

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: _____.

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

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

REMIT TO: NAME: _____

ADDRESS: _____

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: _____.

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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

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

municipalities as indicated.

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

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

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

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

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

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to 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
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1065
(SHOW THIS NUMBER ON ENVELOPE)

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 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.
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

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

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.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

Bid No. F-1065; Contract No. 39906

Date Bid Submitted:

9/24/2019

Description of Contract (title of RFP and services to be provided):

Supply & Install 23 Mobile Radios

City Department Awarding the Contract:

Los Angeles Harbor Department

BIDDER INFORMATION

Name: Motorola Solutions, Inc.

Address: 10680 Treena Street, Suite 200; San Diego CA 92131

Email: lauren.kirkland@motorolasolutions.com Phone: 619-405-7100

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 12/20/19

Signature: [Handwritten Signature]

Name: Scott Lees

Title: MSST VP



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: Gregory Brown Title: Chairman & CEO
Address: _____

Name: Kenneth Denman Title: Lead Independent Directory of the Board
Address: _____

Name: Egon Durban Title: Board Member
Address: _____

Name: Clayton Jones Title: Board Member
Address: _____

Name: Judy Lewent Title: Board Member
Address: _____

Name: Gregory Mondre Title: Board Member
Address: _____

Name: Anne Pramaggiore Title: Board Member
Address: _____

Name: Joseph Tucci Title: Board Member
Address: _____

Name: Gino Bonanotte Title: Executive Vice President & CFO
Address: _____

Name: Mark Hacker Title: Executive Vice President, General Counsel & CAO
Address: _____

Name: Kelly Mark Title: Executive Vice President, Services & Software
Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

CITY OF LOS ANGELES

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



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 190000000037 1	Radio Comm Equipment, Motorola	
Contract Dates	Payment Terms	Delivery Days ARO
09-01-18 to 06-30-20	0% Net 30	Please refer to each line item for delivery days.
Central Purchasing	Vendor	Bill To
Contact: Jeffrey Chan Phone: (213) 928-9595 E-mail: jeffrey.chan@lacity.org	000028442 MOTOROLA SOLUTIONS INC 725 S FIGUEROA SUITE 1870 LOS ANGELES, CA 90071	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-1740313.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.
 The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	52161511	Radio Communication Equipment Manufacturer: Motorola		\$0.0000	(-) 0%	
<p>Extended Description: RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA</p> <p>PERCENTAGE DISCOUNT: IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES CONTRACT NO. MA-IS-17403131, PROCUREMENT FOLDER: 1326070. (14 PAGES).</p> <p>Title of Price List: ---Exhibit A, MA-IS-1740313 Contract Agreement Pricing 2018-2020, Motorola Communications Equipment & Services Applicable Price Column: --- 2018-2020 DISCOUNT Date of Price List --- July 01, 2018. (17 pages)</p> <p>Delivery Days ARO:</p>						

 Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

Section intentionally left blank.

Document ID 190000000037	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 3 of 8
------------------------------------	--------------------------------	---------------------------------------------------------------	-----------------------

ARC 190000000037 CONTRACT COMMENTS:

Procurement Analyst: Jeffrey Chan Phone Number: (213) 928-9595

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

The contract is awarded for the following:

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

Award No. 190000000037

Notice of award of contract No. 190000000037 Previous Contract: 59456

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

Shipping Terms: FOB Destination

Renewal Options Granted: N/A

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-1740313.

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

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

SUPPLIER CONTACTS:

Contact Person: Hugh O'Donnell
Title: Sr. Account Executive
Telephone No.: (760) 333-8179
E-Mail Address: hugh.odonnell@motorolasolutions.com

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

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

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

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

Document ID 190000000037	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 4 of 8
------------------------------------	--------------------------------	---------------------------------------------------------------	-----------------------

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

PRICE AGREEMENT CONDITIONS:

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

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

1. A letter requesting price catalogue updates shall indicate supplier's name, contract number and published price catalogue(s) date and number.

2. All new price catalogues shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price catalogue updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price catalogue and its effective date or any other price changes.

3. Purchasing Agent approved price catalogues may be requested from the supplier by each City Department that uses the contract. The price catalogues may be shipped directly from the supplier to the City department.

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

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

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

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

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

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

QUARTERLY REPORTS:

Document ID 190000000037	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 5 of 8
------------------------------------	--------------------------------	---------------------------------------------------------------	-----------------------

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

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

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

ENVIRONMENTALLY PREFERABLE PRODUCTS:

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

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

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

ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:

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

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

Document ID 19000000037	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 6 of 8
-----------------------------------	--------------------------------	---------------------------------------------------------------	-----------------------

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

QUARTERLY REPORTS:

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

1. Expenditure Report of all items sold to the City that includes the following:
 - Participating City departments,
 - Contract Purchase Order Number,
 - Manufacturer's name,
 - Product code or part number,
 - Product description,
 - Unit of Measure,
 - Quantity,
 - Unit Price, and
 - Extended price

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

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

OFF-PEAK DELIVERY AND PICK-UP HOURS:

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

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

Document ID 190000000037	Document Phase Final	Document Description Radio Comm Equipment, Motorola	Page 7 of 8
------------------------------------	--------------------------------	---------------------------------------------------------------	-----------------------

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

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

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

FREIGHT/SHIPPING CHARGES:

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

CONTRACT PERFORMANCE REVIEWS:

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

INSURANCE:

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

SUBCONTRACTORS:

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

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

Document ID	Document Phase	Document Description	Page 8
190000000037	Final	Radio Comm Equipment, Motorola	of 8

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

VENDOR PAYMENT:

1. The City requires that when submitting Invoices to the Payment Services Section, the order number must be referenced on the Invoice. Failure to include this information will delay the payment process.

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

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

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

Via Email: GSD Central Invoice, gsd_centralinvs@lacity.org

OR

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