

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

Show this number on envelope

Contract No. 39965

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: Los Angeles, California ON THE 7th DAY OF February 2022, 2019
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Motorola Solutions, Inc.

Phone (312) 204-9300 Fax N/A

Address 735 South Figueroa Street Los Angeles, CA 90017
Street City State Zip

Signature Jerry Burch Printed Name Vice President Motorola Solutions Sales & Services, Inc. Printed Title

Signature Elizabeth Heintzman Printed Name MSSSI Vice President Sales 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.

County of _____
State of _____ S.S.
Subscribed and sworn this date _____, 2019

Notary Seal Signature

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
7/21, 2022

City Attorney
BY _____ Deputy

Transmittal 1

CERTIFICATE OF ASSISTANT SECRETARY

OF

VIGILANT SOLUTIONS, LLC

The undersigned certifies that he/she is the duly appointed Assistant Secretary of Vigilant Solutions, LLC (the "Company"), a limited liability corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he/she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

- (1) At a meeting of the Sole Member of the Company held on June 4, 2021 at which a quorum was present and acting throughout, the following resolutions were duly adopted, have not been amended, and are in full force and effect on the date hereof:

SIGNING AUTHORITY

General Contracting Authority

RESOLVED, that the Chief Executive Officer, the President, each Executive Vice President, each Senior Vice President, each Corporate Vice President and each Vice President be, and each one of them is, authorized to sign and execute all agreements, contracts, leases, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, collectively "Documents" in connection with the ordinary course of business and affairs of the Company, subject to the limitations below.

Limitations Applicable to all Officers/Unusual Risks

RESOLVED, in no event shall any officer have authority to execute Documents related to (i) acquisitions, divestitures, joint ventures and equity investments by the Company, (ii) capital structure financing, (iii) customer financing extending more than 364 days, (iv) financial guarantees, financial surety agreements and financial guarantee undertakings on behalf of customers or other entities, or (v) compensatory arrangements or agreements. These matters must be presented to the sole Member of the Company and are collectively "Member Matters".

Additional Limitations on the President and the Executive Vice President

RESOLVED, that the authority of the President and the Executive Vice President to sign Documents other than with respect to Member Matters is further limited to (i) an amount not to exceed \$100 million in the aggregate over the term of the arrangement, (ii) an amount not to exceed \$15 million in the aggregate over the term of the arrangement for outsourcing contracts, (iii) an amount not to exceed \$10 million in the aggregate over the term of the arrangement for capital expenditures, (iv) an amount not to exceed \$15 million in the aggregate over the term of the arrangement for lease commitments, and (v) no authority with respect to voting securities or otherwise dealing with securities owned by the Company unless specifically authorized by the Voting Securities Owned by the Company resolution below.

Additional Limitations on each Senior Vice President

RESOLVED, that the authority of each Senior Vice President to sign Documents other than with respect to Member Matters is further limited to (i) an amount not to exceed \$50 million in the aggregate over the term of the arrangement, (ii) no authority with respect to outsourcing contracts, (iii) no authority for capital expenditures, (iv) no authority for lease commitments, and (v) no authority with respect to voting securities or otherwise dealing with securities owned by the Company unless specifically authorized by the Voting Securities Owned by the Company resolution below.

The officers named above are authorized to delegate this signature authority in writing to others.

- (2) At a meeting of the Sole Member of the Company held on December 3, 2021 at which a quorum was present and acting throughout, the following resolutions were duly adopted, have not been amended, and are in full force and effect on the date hereof:

PROMOTION OF OFFICER

WHEREAS, the undersigned deem it in the best interest of the Company to promote Mahesh Saptharishi from Senior Vice President to Executive Vice President; and

NOW THEREFORE, BE IT RESOLVED, that the undersigned hereby appoint Mahesh Saptharishi to serve as Executive Vice President of the Company, effective this date, and to serve in this capacity for the ensuing period ending on the day of the next annual meeting of the sole Member of the Company or his earlier death, resignation, replacement or removal.

- (3) The following person is a duly qualified and acting officer of the Company, has been duly elected or appointed to the office set forth opposite his name and the signature set forth is his authentic signature:

<u>Name</u>	<u>Title</u>
Mahesh Saptharishi	Executive Vice President

IN WITNESS WHEREOF, I have executed this Certificate as of this 10th day of February, 2022.



Alice Su

Assistant Secretary

SOP E-75 DELEGATION OF AUTHORITY

I, **Mahesh Saptharishi**, Senior Vice President, Software Enterprise and Mobile Video, of **Motorola Solutions, Inc.** ("Company"), do hereby delegate my authority to approve and execute in the name of and on behalf of the Company, **WatchGuard, Inc., Vigilant Solutions LLC., Callyo 2009 Corporation, and Vesta Solutions, Inc.** contract documents (pursuant to Company policy), to the below named individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to approve and execute the following Contract documents:	
Customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements related to customer sales opportunities, lobbyist agreements, and subcontractor documents and other documents which are related to WatchGuard, Inc. and Vigilant Solutions LLC.	
To:	Value
Jerry Burch VP MSSSI & Director of Sales	\$ 500,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on **November 15th, 2022.**

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **November 16th, 2021.**


Mahesh Saptharishi (Doc. 1, 2021, 2071, 0875)

Mahesh Saptharishi
Senior Vice President, Software Enterprise and Mobile Video
Motorola Solutions, Inc.
WatchGuard, Inc.
Vigilant Solutions LLC.
Callyo 2009 Corporation
Vesta Solutions, Inc.



*Protecting Officers,
Families and Communities*

January 21, 2022

Los Angeles Port Police Department

To whom it may concern,

I am providing this letter as written confirmation of the ownership and market status of our automatic license plate recognition (ALPR) systems. Vigilant Solutions (a Motorola product line) is the sole manufacturer of our complete line of Automatic License Plate Recognition products; Vigilant Car-Detector Mobile LPR Edition, Car-Detector Fixed LPR Edition, the Intelligence Led Policing Bundle, the Reaper and Rapier camera kits, L5F, L5M and L6Q camera systems and Target Alert Service.

We appreciate your consideration of expanding your relationship with and use of Vigilant Solutions as your LPR provider, and are pleased to present you with the following elements to support a sole source justification for Vigilant Solutions' LPR hardware and LEARN database.

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative in the world, known as LEARN. LEARN consists of over 12 billion LPR scans, and is growing rapidly. This data consists largely of privately collected LPR data owned by Vigilant and made available for law enforcement consumption exclusively via LEARN.
- Vigilant Commercial Data is significant, producing about 12+ million records every 30 days in your area. In the same area, there are millions of records dating back to 2008. In addition, you will instantly have access to the nearly 35 billion nationwide LPR detections and over 2 billion detections in Southern California from our Commercial data. New records get cross referenced to Cal_DOJ, NCIC, and any other hotlists you upload, allowing you to receive real time of alerts in and outside of your jurisdiction on vehicles of interest. We see over 22% of all vehicles nationwide within 30 days (based on the number of unique vehicles we scan nationwide each month vs. the number of vehicles that are in the US). You will also be able to use this data for investigative purposes, which has shown to be a crucial information source towards lead generation.
- The Vigilant Reaper High Definition (RHD) and L5F / L5M and L6Q cameras have the ability scan black and yellow plates, paper plates, and improves the clarity of daytime and nighttime imaging.
- Vigilant Solutions LPR offerings are cloud-based eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant provides data storage, database optimization, and software updates.
- LEARN has the ability to query by vehicle type, color, year, make, model and VIN.
- LEARN offers an exclusive application known as "Stakeout" that enables a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.



- LEARN offers an exclusive investigative utility known as “Associate Analysis”. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an exclusive application known as “Locate Analysis” which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR systems using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers an exclusive feature in its mobile LPR system known as the “Mobile Hit Hunter” (MHH). Similar to MAS, MHH enables the Agency to match recent LEARN data against the Agency hotlists and distribute any resulting “hits” to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions offers an exclusive smartphone application known as the Vigilant “Mobile Companion”. The Mobile Companion allows for an agency user to capture multiple LPR records using the phone’s camera, receive Alert or Hotlist match notification, perform simple queries and complex LEARN analytics, access Mobile Hit Hunter and setup up L6Q cameras.

The above qualifications demonstrate why Vigilant Solutions’ LPR hardware and LEARN software-as-a-service is uniquely qualified to meet the needs of the Los Angeles Port Police Department.

Please let me know if you have any questions or if I can provide any additional detail.

Thank you,

Louis Wershaw – Regional Sales Manager
louis.wershaw@motorolasolutions.com
209-283-0990.



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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

Jaime L. Lee President

Edward R. Renwick Vice President

Diane L. Middleton Commissioner

Lucia Moreno-Linares Commissioner

Anthony Pirozzi, Jr. Commissioner

Eugene D. Seroka

Executive Director

DATE: September 8, 2022

SUBJECT: BID NO. F-1123, ADDENDUM #1 – FIXED LPR CAMERA SYSTEM

THAT PORTION WHICH NOW READS IN PART:

SUB TOTAL.....	\$478,263.78
TAX (LINES 1, 2, & 3: \$205,065.00 @ 9.5%)	\$ 16,481.17
TOTAL	\$494,745.03

IS HEREBY CHANGED TO:

SUB TOTAL.....	\$478,263.78
TAX (LINES 1, 2, & 3: \$205,065.00 @ 9.5%)	\$ 19,481.18
TOTAL	\$497,744.96

Sincerely,

Michelle Davies
PROCUREMENT SUPERVISOR

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1123

<p>SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>OFFICE HOURS: 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 2:00 P.M. FEBRUARY 17, 2022</p> <p>BIDS WILL BE PUBLICLY OPENED</p>
<p><i>MD 1-26-22</i></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
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FIXED LPR CAMERA SYSTEM

			Unit Price	Extension
1	29 Each	L5F fixed camera with sun shield – 25mm lens w/camera cable #VSF-025-L5F <ul style="list-style-type: none"> Dual-lens camera with infrared LED's for plate illumination 55ft – 85ft capture distance and up to 2 lane coverage Internal trigger for capture of plate alpha-numeric, vehicle make and model Camera housing w/included sunshield is IP67 rated for reliable use in varied weather conditions 60' camera cable included Includes car-detector LPR software for local server hosting LPR vehicle license plate scanning/real time alerting Full suite of LPR tools including data analytics 	\$5,200.00	\$150,800.00

REQ. NO.: Z-22-061/74585 NOTIFY: J. Marcelo PAGE 2	STATE TIME OF DELIVERY: <u>Six Weeks</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>0</u> % DISCOUNT FOR PAYMENT WITHIN <u>0</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1123
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

2	17 Each	<p>Fixed camera communication box #BCAV1F2-C600</p> <ul style="list-style-type: none"> • Manages power and communication for up to four (4) fixed LPR cameras • Includes modem for communication with cellular carriers • SIM card not included 	\$2,595.00	\$44,115.00
3	29 Each	<p>Fixed LPR camera bracket #VS-FX-UNI-POLE-WALL-BRKT-REV-B</p> <ul style="list-style-type: none"> • Pole or wall mount – Upr.arm assy. pole & wall mount blk. rev B • Upr arm assy. Pole & wall mount blk. 	\$350.00	\$10,150.00
4	46 Each	<p>Shipping charges – fixed or comms. #VS-SHP-02</p>	\$55.00	\$2,530.00
5	5 Each	<p>LPR basic service package for hosted/managed LPR deployment #VSBSCSVC-04</p> <ul style="list-style-type: none"> • Managed/hosted server account services • Includes access to all LEARN or client portal and car-detector software updates • Priced per camera per year for over 60 total camera units • Requires new/existing Enterprise Service Agreement (ESA) 	\$14,300.00	\$71,500.00
6	1 Each	<p>Target alert service –LPR alert delivery software – unlimited user #TAS-UL</p> <ul style="list-style-type: none"> • Real time LPR notification and mapping software sends LPR alerts to any in-network PC • Send alerts over any communication protocol including LAN, WAN, internet wireless, etc. • Server client software compatible with all CDFS applications 	\$0.00	\$0.00

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

7	29 Each	<p>Startup & Commissioning of "In Field" LPR SYSTEM #SSU-SYS-COM</p> <p>Optional Service Package Benefits</p> <ul style="list-style-type: none"> • Technician to visit customer site • Includes system start up, configuration and commission of LPR system • Applies to mobile (1 system) and fixed (1 camera) LPR systems 	\$875.00	\$25,375.00
8	1 Each	<p>End User training #VS-TRNG</p> <ul style="list-style-type: none"> • End user training for products • Covers all client purchased applications • Includes classroom and field operation training • Certified technician to visit site and perform one training class 	\$1,250.00	\$1,250.00
9	3 Each	<p>Travel via Client Site Visit #VS-TRVL-01</p> <ul style="list-style-type: none"> • Certified Technician to visit client site • Includes all travel costs for onsite support services 	\$1,550.00	\$4,650.00
10	29 Each	<p>Fixed camera LPR system – Extended hardware warranty – year 1 through 5 #CDFS-4HWW</p> <ul style="list-style-type: none"> • Fixed LPR system hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration 	\$2,100.00	\$60,900.00
11	1 Each	<p>Installation of 29 camera, 17 comms. boxes</p> <ul style="list-style-type: none"> • Quoted price is budgetary only. • Does not include permits or drawings • Site walks to determine available infrastructure need to occur 	\$66,993.86	\$66,993.86
12	1 Each	<p>Contingency, not to exceed</p> <p>All items shall be itemized on invoice listing the quantity, description, price and applicable sale tax.</p>	\$40,000.00	\$40,000.00

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1123
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

SUB TOTAL.....\$478,263.78
TAX (LINES 1, 2, & 3: \$205,065.00 @ 9.5%)\$ 16,481.17
TOTAL\$494,745.03

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: 2/7/2023

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

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

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

BID SUBMITTAL TIMELINESS

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Joe Warner

Title: Senior Account Executive

Telephone No.: (312) 204-9300

Fax No.: N/A

E-Mail Address: joseph.warner@motorotasolutions.com

24 Hour Contact No.: (312) 204-9300

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

AUTHORIZED DISTRIBUTOR/DEALER

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

Yes: _____ No*: _____

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

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

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): _____

Five year extended warranty from date of purchase

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.

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.

FORMAL REQUEST FOR BID

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HARBOR DEPARTMENT

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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.

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.

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

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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.

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.

FORMAL REQUEST FOR BID

BID NO. F-1123

(SHOW THIS NUMBER ON ENVELOPE)

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

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:

EH (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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.

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: _____

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

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

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

REMIT TO: NAME: Motorola Solutions, Inc.

ADDRESS: BANK OF AMERICA - LOCKBOX SERVICES LOCKBOX 8410011950 N STEMMONS FREEWAY DALLAS, TX 75202

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: 0000749148-0001-7.

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

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

DEFAULT BY SUPPLIER

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

**CEC 50 & 55
(ATTACHMENT "A")**

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)	Awarding Authority (Department awarding the contract)	
Bidder Name Motorola Solutions, Inc.		
Address 735 South Figueroa Street Suite 1855 Los Angeles, CA 90017		
Email Address joseph.warner@motorolasolutions.com	Phone Number (312) 204-9300	

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.

Jerry Burch

Name


Signature

MSSSI Vice President Sales

Title

2/7/2022

Date

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): _____ Date Bid Submitted: 2/7/2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Fixed LPR Camera System

Awarding Authority (Department awarding the contract): _____

Bidder Name: Motorola Solutions, Inc.

Bidder Address: 735 South Figueroa Street Suite 1855 Los Angeles, CA 90017

Bidder Email Address: joseph.warren@motorolasolutions.com Bidder Phone Number: (312) 204-9300

Schedule Summary

Please complete all three of the following:


- | | | |
|---|--|--|
| <p>1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>24</u></p> | | |

Certification

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

Jerry Burch
Name

MSSSI Vice President Sales
Title


Signature

2/7/2022
Date

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)

Schedule A - Bidder's Principals

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

Name: <u>Gregory Brown</u>	Title: <u>Chairman and Chief Executive Officer</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Jason Winkler</u>	Title: <u>Executive Vice President and Chief Financial Officer</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Mark Hacker</u>	Title: <u>Executive Vice President, General Counsel & Chief Administrative Officer</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Kelly Mark</u>	Title: <u>Executive Vice President, Services & Software</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Jack Molloy</u>	Title: <u>Executive Vice President, Products & Sales</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Rajan Naik</u>	Title: <u>Senior Vice President, Strategy & Ventures</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Cynthia Yazdi</u>	Title: <u>Senior Vice President, Chief of Staff, Marketing & Communications</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: <u>Krislin Kruzka</u>	Title: <u>Corporate Vice President and Corporate Secretary</u>
Address: <u>Motorola Solutions, Inc. 500 W. Monroe, Floors 37-44 Chicago, Illinois 60661</u>	
Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

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 Siemen's
Subcontractor's Address 2250 Business Way Riverside, CA 92501

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-1123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

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 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-1123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 17, 2022

- 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