

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

BID NO. F-966 Page 1  
Show this number on envelope  
Contract No. 39808

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 addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

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

EXECUTED AT: San Diego, California ON THE 21st DAY OF December, 2016  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name MOTOROLA Solutions INC  
Phone 858 201 1639 Fax \_\_\_\_\_  
Address 10680 TREENA ST, ST200, SAN DIEGO, CA 92131  
Street City State Zip

Signature [Signature] Printed Name TRAVIS BOETTCHER Printed Title VICE PRESIDENT  
Signature [Signature] Printed Name DAVID LITTLE Printed Title ASST. 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.

**MARK W. ANTHONY**  
Approved [Signature]

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 \_\_\_\_\_, 2016  
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  
JAN 23, 2017  
City Attorney  
BY [Signature] Deputy

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-966**

**SUBMIT BID TO :**

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

**BID DUE BEFORE  
2:00 P.M.  
January 11, 2017**

*MD 12-20-16*  
**Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890**

**BIDS WILL BE PUBLICLY  
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".  
AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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This order is in accordance with City of Los Angeles General Services Contract No. 59456, Cooperative Purchase Arrangement, per the City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8).

**APX 8000 PORTABLE RADIOS**

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	250	EA	<b>RADIO, APX8000 all band portable model 3.5, "Motorola" #H91TGD9PW7 N</b>	<u>\$4,276.30</u>	<u>\$1,069,075.00</u>
2.	250	EA	ADD: Astro digital CAI operation, "Motorola" #Q806	<u>\$360.50.</u>	<u>\$90,125.00</u>
3.	250	EA	ADD: smart-zone operation, "Motorola" #H38	<u>\$1050.00</u>	<u>\$262,500.00</u>
4.	250	EA	ADD: P25 9600 baud trunking, "Motorola" #Q361	<u>\$210.00</u>	<u>\$52,500.00</u>
5.	250	EA	ADD: TDMA operation, "Motorola" #QA00580	<u>\$0.00</u>	<u>\$0.00</u>
6.	250	EA	ADD: programming over P25 (OTAP), "Motorola" #G996	<u>\$70.00</u>	<u>\$17,500.00</u>

REQ. NO.: 34502/Z17-029 NOTIFY: Mary Ramos 12/20/16 MD PAGE 2	STATE TIME OF DELIVERY: <u>15 approx.</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>0</u> % DISCOUNT FOR PAYMENT WITHIN <u>30</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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HARBOR DEPARTMENT**

**BID NO. F-966**

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**BID DUE BEFORE 2:00 PM ON: JANUARY 11, 2017**

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7.	250	EA		<u>\$3.50</u>	<u>\$,875.00</u>
			ADD: Advanced system key – hardware key, "Motorola" #GA01648		
8.	250	EA		<u>\$210.00</u>	<u>\$52,500.00</u>
			ADD: WIFI capability, "Motorola" #QA09001		
9.	250	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: Out of the box WIFI provisioning, "Motorola" #QA09007		
10.	250	EA		<u>\$332.50</u>	<u>\$83,125.00</u>
			ENH: AES encryption, "Motorola" #Q629		
11.	250	EA		<u>\$102.00</u>	<u>\$25,500.00</u>
			ADD: 3 year service from the start lite, "Motorola" #Q58		
12.	2	EA		<u>\$52.50</u>	<u>\$105.00</u>
			ADD: APX data cable, "Motorola" #Q157		
13.	250	EA		<u>\$99.40</u>	<u>\$24,850.00</u>
			Batt impress 2 liion R IP68 3400T, "Motorola" #PMNN4486		
14.	250	EA		<u>\$92.40</u>	<u>\$23,100.00</u>
			Audio accessory-remote speaker microphone, impres Wind-porting RSM, IP55, "Motorola" #PMMN4099A		
15.	250	EA		<u>\$105.00</u>	<u>\$26,250.00</u>
			Charger, single-unit, impres 2, 3A, 115VAC, US/NA "Motorola" #NNTN8860A		
16.	4	EA		<u>\$875.00</u>	<u>\$3,500.00</u>
			Charger, multi-unit, impress 2, 6-disp, NALA-plug, ACC USB CHGR, "Motorola" #NNTN8844A		

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<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
17.	250	EA	APX6000 universal carry holder, "Motorola" #PMLN5709A	<u>\$20.30</u>	<u>\$5,075.00</u>
18.	250	EA	UHF (380-520) GPS Antenna, "Motorola" #PMAE4065A	<u>\$14.70</u>	<u>\$3,675.00</u>
19.	1	EA	Software, APX CPS download, current version, "Motorola" #HKVN4289A.	<u>\$209.30</u>	<u>\$209.30</u>
20.	250	EA	ANT ¼ wave 7/800 stubby, "Motorola" #NAR6595A	<u>\$20.30</u>	<u>\$5,075.00</u>
21.	250	EA	ENH: multi-key, "Motorola" #H869	<u>\$231.00</u>	<u>\$57,750.00</u>
22.	6	EA	Assembly accessory wireless ACCY kit NFP 12 cable, "Motorola" #NTN2570C	<u>\$227.50</u>	<u>\$1,365.00</u>
<b><u>APX 8500 MOBILE PATROL CAR</u></b>					
23.	58	EA	<b>RADIO</b> , APX8500 all band MP mobile "Motorola" #M37TSS9PW1 N	<u>\$3,339.00</u>	<u>\$193,662.00</u>
24.	58	EA	ENH: Astro digital CAI OP APEX, "Motorola" #G806	<u>\$360.50</u>	<u>\$20,909.00</u>
25.	58	EA	ENH: smart-zone operation APX, "Motorola" #G51	<u>\$1,050.00</u>	<u>\$60,900.00</u>

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<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
26.	58	EA		<u>\$210.00</u>	<u>\$12,180.00</u>
			ADD: P25 trunking software, "Motorola" #G361		
27.	58	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: TDMA operation, "Motorola" #GA00580		
28.	58	EA		<u>\$3.50</u>	<u>\$203.00</u>
			ADD: Advanced system key, hardware key, "Motorola" #QA01648		
29.	58	EA		<u>\$302.40</u>	<u>\$17,539.20</u>
			ADD: 05 control head, "Motorola" #G442		
30.	58	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: APX control head software, "Motorola" #G444		
31.	58	EA		<u>\$207.90</u>	<u>\$12,058.20</u>
			ADD: thumb screw remote mount, "Motorola" #G67		
32.	58	EA		<u>\$66.50</u>	<u>\$3,857.00</u>
			ADD: all band mobile antenna (7/8/V/U), "Motorola" #GA01513		
33.	58	EA		<u>\$52.50</u>	<u>\$3,045.00</u>
			ADD: GPS/WI-FI antenna, "Motorola" #GA00226		
34.	58	EA		<u>\$126.00</u>	<u>\$7,308.00</u>
			KPM GCAI (Cyrillic), "Motorola" #W20		

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<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
35.	58	EA		<u>\$42.00</u>	<u>\$2,436.00</u>
			ADD: auxiliary speaker motorcycle, "Motorola" #B18		
36.	58	EA		<u>\$70.00</u>	<u>\$4,060.00</u>
			ENH: over the head provisioning, "Motorola" #G996		
37.	58	EA		<u>\$231.00</u>	<u>\$13,398.00</u>
			ADD: multiple key encryption operation, "Motorola" #W969		
38.	58	EA		<u>\$332.50</u>	<u>\$19,285.00</u>
			ADD: AES encryption APX, "Motorola" #G843		
39.	58	EA		<u>\$17.50</u>	<u>\$1,015.00</u>
			ADD: remote mount CBL 30 feet, "Motorola" #G610		
40.	58	EA		<u>\$210.00</u>	<u>\$12,180.00</u>
			ADD: WI-FI capability, "Motorola" #GA09001		
41.	58	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: out of the box WI-FI provisioning, "Motorola" #GA09007		
42.	58	EA		<u>\$225.00</u>	<u>\$13,050.00</u>
			ADD: 3 yr. SFS lite, "Motorola" #G78		
43.	2	EA		<u>\$36.40</u>	<u>\$72.80</u>
			ADD: cable CH, programming USB, "Motorola" #HKN6184C		

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**BID NO. F-966**

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**BID DUE BEFORE 2:00 PM ON: JANUARY 11, 2017**

## APX 8500 MOBILE PATROL BOAT RADIOS

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
44.	12	EA		<u>\$3,339.00</u>	<u>\$40,068.00</u>
			RADIO, APX8500 all band MP mobile, "Motorola" #M37TSS9PW1 N		
45.	12	EA		<u>\$360.50</u>	<u>\$4,326.00</u>
			ENH: astro digital CAI OP APEX, "Motorola" #G806		
46.	12	EA		<u>\$1050.00</u>	<u>\$12,600.00</u>
			ENH: smartzone operation APX, "Motorola" #G51		
47.	12	EA		<u>\$210.00</u>	<u>\$2,520.00</u>
			ADD: P25 trunking software, "Motorola" #G361		
48.	12	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: TDMA operation, "Motorola" #GA00580		
49.	12	EA		<u>\$3.50</u>	<u>\$42.00</u>
			ADD: advanced system key – hardware key, "Motorola" #QA01648		
50.	12	EA		<u>\$302.40</u>	<u>\$3,628.80</u>
			ADD: O5 control head, "Motorola" #G442		
51.	12	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: APX control head software, "Motorola" #G444		
52.	12	EA		<u>\$87.50</u>	<u>\$1,050.00</u>
			ADD: dash mount 02, "Motorola" #G66		

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<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
53.	12	EA		<u>\$66.50</u>	<u>\$798.00</u>
			ADD: All band mobile antenna (7/8/V/U), "Motorola" #GA01513		
54.	12	EA		<u>\$52.50</u>	<u>\$630.00</u>
			ADD: GPS/WI-FI antenna, "Motorola" #GA00226		
55.	12	EA		<u>\$50.40</u>	<u>\$604.80</u>
			ENH: hand mic, GCAI water resistant, "Motorola" #G892		
56.	12	EA		<u>\$42.00</u>	<u>\$504.00</u>
			ADD: SPKR 15W water resistant, "Motorola" #G831		
57.	12	EA		<u>\$70.00</u>	<u>\$840.00</u>
			ENH: over the air provisioning, "Motorola" #G996		
58.	12	EA		<u>\$231.00</u>	<u>\$2,772.00</u>
			ADD: multiple key encryption operation, "Motorola" #W969		
59.	12	EA		<u>\$232.50</u>	<u>\$3,990.00</u>
			ADD: AES encryption APX "Motorola" #G843		
60.	12	EA		<u>\$210.00</u>	<u>\$2,520.00</u>
			ADD: WI-FI capability, "Motorola" #GA09001		
61.	12	EA		<u>\$0.00</u>	<u>\$0.00</u>
			ADD: out of the box WI-FI provisioning, "Motorola" #GA09007		
62.	12	EA		<u>\$225.00</u>	<u>\$2,700.00</u>
			ADD: 3 yr. SFS lite, "Motorola" #G78		
63.	2	EA		<u>\$36.40</u>	<u>\$72.80</u>
			Cable CH, programming, USB, "Motorola" #HKN6184C		



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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-966**

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## TEST EQUIPMENT AND CABLES

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
64.	1	EA	Motorola APX 8000 series auto-test/alignment "Motorola" #DS390XOPT644	<u>\$665.70</u>	<u>\$665.70</u>
65.	1	EA	Cable for RNC, DIU MGE, "Motorola" #TKN8531C	<u>\$77.00</u>	<u>\$77.00</u>
66.	1	EA	Key-loading cable adapter (GCALI), "Motorola" #HKN6182	<u>\$29.05</u>	<u>\$29.05</u>
				<b>TOTAL</b>	<b><u>\$2,282,250.65</u></b>

### ETHICS CLAUSE

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 Form 55 (provided in Attachment A) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 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](http://ethics.lacity.org).

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: June 30 2014.

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HARBOR DEPARTMENT

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## AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: \_\_\_\_\_ No: EM Bidder is the manufacturer

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.

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

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

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

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for a time period of 3 years after equipment has been accepted is requested. If a 3 year warranty cannot be provided, please indicate the longest term for which a warranty can be offered: 12 month Standard warranty

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

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**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.

**COMPATIBILITY.** The above item(s) shall match and intermember with existing equipment now in use by the Department.

**DELIVERY POINT.** F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

**DELIVERY.** Delivery is desired within **10** days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SZ04A-30 616008  
MSI California Resale Number

**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.

**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: 13108 Collections Center Drive  
Chicago IL 60693

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

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## SUPPLIER CONTACT INFORMATION:

Contact Person: EVERIL TONY MCINTOSH

Title: ACCOUNT EXECUTIVE

Telephone No.: 858 201 1639

Fax No.: \_\_\_\_\_

E-Mail Address: tony.mcintosh@motorolasolutions.com

24 Hour Contact No.: 8582011639

**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.

**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.

## **ENVIRONMENTAL MANAGEMENT SYSTEM**

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-966**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: JANUARY 11, 2017**

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

**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. *Federal TIN 36-1115800 - MSI*

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

*Section 7 of the bid form terms and conditions is applicable because pricing is based on the City of Los Angeles Master Equipment Agreement No 59456. See attached*

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-966**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: JANUARY 11, 2017**

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **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 Bidder 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. 10/12-116



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on 10/29/15)

<b>Bid/Contract/BAVN Number</b> (or other identifying information if no number): Harbor Bid No F-966	<b>Date Bid Submitted:</b> 1/3/17
---	--------------------------------------

**Description of Contract:**  
Radios

**Awarding Authority (Department):**  
LA Harbor Department

**BIDDER**  
 Name: Motorola Solutions Inc  
 Address: 10680 Trenea St, Suite 200, San Diego CA 92131  
 Email (optional): tony.mcintosh@Motorolasolutions.com Phone: 858-201-1639  
 State Contractor ID: 321163  
*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

**PRINCIPALS**  
 Please identify the names and titles of all 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: See Attachment please Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

1 additional sheets are attached.  Bidder is an individual and no other principals exist.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

## SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor:           N/A            
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

- \_\_\_\_\_ additional sheets are attached.       Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.





City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

## PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (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: N/A Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_


Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

- \_\_\_\_\_ additional sheets are attached.       Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

## 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 understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: 12/14/16 Signature:   
 Name: Everil McIntosh  
 Title: Account Executive

*Approved MWA*  
**MARK W. ANTHONY**

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

Motorola Solutions, Inc.  
500 W. Monroe Street  
Chicago, Illinois 60661

Effective: November 29, 2016

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Bruce Brda	Executive Vice President, Products & Services
Eduardo Conrado	Executive Vice President, Strategy & Innovation Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Jack Molloy	Executive Vice President, Worldwide Sales

Kristin Kruska	Vice President & Corporate Secretary
Dan Pekofske	Treasurer

Travis Boettcher	Vice President of Territory 8, the territory comprised of California, Hawaii, Alaska, Oregon, Washington, Idaho and Montana (San Diego is regional headquarters office)
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Board of Directors

Gregory Q. Brown  
Kenneth C. Dahlberg  
Egon P. Durban  
General Michael V. Hayden  
Clayton M. Jones  
Judy C. Lewent  
Gregory K. Mondre  
Anna R. Pragaggiore  
Samuel C. Scott III

No shareholder owns 10% or more of the outstanding shares.  
Motorola Solutions, Inc. is traded on the NYSE under the ticker symbol "MSI".

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

June 30, 2016

MOTOROLA SOLUTIONS, INC.  
725 S. FIGUEROA STREET, SUITE 1856  
LOS ANGELES, CA 90017

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59456 – AMENDMENT 2  
RADIO COMMUNICATION EQUIPMENT, "MOTOROLA"

In accordance with the County of Los Angeles Contract No. MA-IS-1240419-3, Agreement Extension dated 5/20/2016:.


1. The subject contract is hereby extended to June 30, 2017;
2. Line 1 is updated as follows:  
Title of Price List: ---Exhibit A, MA-IS-1240419 Contract Agreement Pricing 2016-2017, Motorola Communications Equipment & Services (17 pages)  
Percentage Discount: ---As specified on the Price List  
Date of Price List --- July 01, 2016

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Cliff Cortes, Procurement Analyst, at (213) 928-9503 or via e-mail to [cliff.cortes@lacity.org](mailto:cliff.cortes@lacity.org).

Tony M. Royster   
General Manager and  
City Purchasing Agent

By:   
Supply Services Manager

Approved as to Form  
Michael N. Feuer  
City Attorney

By:   
Arletta Maria Brimsey  
Deputy City Attorney

Electronic Attachment:  
LA County MA-IS-1240419 Exhibit A 7-01-2016  
15 pages



**City of Los Angeles, California  
Contract**

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

Vendor ID: 0000028442  
MOTOROLA SOLUTIONS INC  
725 S FIGUEROA ST, STE 1855  
LOS ANGELES CA 90017

Contract ID 59456	Page 1
Contract Dates 12/01/2012 to 06/30/2017	Rate Date PO Date
Description: Radio Comm Equipment, Motorola Allow Multicurrency PO	Contract Maximum 33,000,000.00

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City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment.  
Terms and conditions of parent contract are binding on its Contract Purchase Orders.

---

Procurement Analyst: Cliff Cortes      Phone Number: (213) 928-9503  
E-mail address: cliff.cortes@lacity.org      Fax Number: (213) 928-9511

Requirements Contract for: **\*\*RADIO COMMUNICATIONS EQUIPMENT, MOTOROLA\*\***      Award No. 59456

Payment Terms: Net 30 Days    Delivery: 30 Days ARO    RFQ No.: N/A    Previous Contract: 58169

Renewal Options: 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-1240419-1.

**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.

---

For Purchasing Agent, City of Los Angeles, California

# City of Los Angeles, California Contract

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

Vendor ID: 0000028442  
MOTOROLA SOLUTIONS INC  
725 S FIGUEROA ST, STE 1855  
LOS ANGELES CA 90017

Contract ID		Page
59456		2
Contract Dates		Rate Date
12/01/2012 to 06/30/2017		PO Date
Description:		Contract Maximum
Radio Comm Equipment, Motorola		33,000,000.00
Allow Multicurrency PO		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
1	0.00	Radio Communication Equipment Manufacturer: Motorola	0	0.00	0	

<b>Price Agreement:</b>	Price Date:	PO Date	
	Price Quantity:	Line Quantity	
	Quantity Type:	Current Order Quantity	
Contract Base Price	\$ 0.01000	LO	

ALL IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES CONTRACT NO. MA-IS-1240419-1, PROCUREMENT FOLDER: 437752. (18 PAGES)

**PERCENTAGE DISCOUNT:**  
Percentage Discount shall be in accordance with the Exhibit A, MA-IS-1240419 Contract Agreement Pricing, 2012-2015, Motorola Communications Equipment & Services.

Motorola products & services listed in Exhibit A is located in Motorola Product Catalog (ECAT).

Title of Price List: ----- Exhibit A, MA-IS-1240419 Contract Agreement Pricing, 2012-2015, Motorola Communications Equipment & Services (15 pages)

Percentage Discount: ----- As specified on the Price List  
Date of Price List ----- July 01, 2012

**ELECTRONIC ATTACHMENT:**  
LA County MA-IS-1240419 Exhibit A 7-01-2012  
15 Pages

**ELECTRONIC ATTACHMENT:**  
LA County Contract No. MA-IS-1240419-1  
18 Pages

Title of Price List: ---Exhibit A, MA-IS-1240419 Contract Agreement Pricing 2016-2017, Motorola Communications Equipment & Services (17 pages)  
Percentage Discount: ---As specified on the Price List  
Date of Price List --- July 01, 2016

# City of Los Angeles, California Contract

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

Vendor ID: 0000028442  
MOTOROLA SOLUTIONS INC  
725 S FIGUEROA ST, STE 1855  
LOS ANGELES CA 90017

Contract ID	Page	
59456	3	
Contract Dates	to	Rate Date
12/01/2012	06/30/2017	PO Date
Description:	Contract Maximum	
Radio Comm Equipment, Motorola	33,000,000.00	
Allow Multicurrency PO		

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
--------	---------	-----------	------------------------	---------------------------

**SUPPLIER CONTACT:**

Contact Person: Hugh K. O'Donnell  
Title: Senior Account Executive, City of Los Angeles  
Motorola Solutions, Inc.  
Telephone No.: 760-333-8179  
Email 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.

**PRICE AGREEMENT CONDITIONS:**

Prices charged the City are based on a percentage discount from Motorola Product Catalog (ECAT) and any subsequent revision and updates.

Subsequent price list updates shall be submitted to the Purchasing Agent by Motorola upon approval by County of Los Angeles.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects:   1   year

Warranty for labor/workmanship defects:   1   year

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**OFF-PEAK DELIVERY AND PICK-UP HOURS:**

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

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

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

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

# City of Los Angeles, California Contract

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

Vendor ID: 0000028442  
MOTOROLA SOLUTIONS INC  
725 S FIGUEROA ST, STE 1855  
LOS ANGELES CA 90017

Contract ID 59456	Page 4
Contract Dates 12/01/2012 to 06/30/2017	Rate Date PO Date
Description: Radio Comm Equipment, Motorola Allow Multicurrency PO	Contract Maximum 33,000,000.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Item Qty	Contract Maximum Amt
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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.

**VENDOR PAYMENT:**

When submitting invoices to the Payment Services Section, the following must be referenced on the invoice:

1. Contract Number
2. Contract Purchase Order (CPO) Number
3. Corresponding Contract Line Item
4. Correct Contract pricing should be reflected on the invoice. Price discrepancies will also cause payment delays.
5. Partial Shipments: If partial quantities are shipped, invoices should only reflect the quantity shipped.

It should be noted that before an invoice can be processed for payment, items must be received and accepted by City Personnel.

In addition to providing accurate and complete information on invoices, the City requires that every vendor doing business in the City obtain a Business Tax Registration Certificate or a Vendor Registration Number. Payment to vendors not complying with this requirement will be delayed until the information is provided.

**Where to Send Invoices**

All invoices for SMS orders should be sent to the SMS Payment Services Section Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012

Electronic Attachment: Amendment 01 - Extending contract to June 30, 2016.

Electronic Attachment: Amendment 02 - Extending contract to June 30, 2017 and updated price list (see comments under line item #01).

TERM CONTRACT AWARD



CONTRACT NO:  
MA-IS-1240419-3

VERSION DATE

INTERNAL SERVICES DEPARTMENT

PROCUREMENT FOLDER: 437752

MOTOROLA SOLUTIONS INC  
725 S. FIGUEROA ST., STE. 1870

LOS ANGELES CA 90017

BUYER: Priscilla Diaz  
PHONE: 323-267-2315  
EMAIL: pdiaz@isd.lacounty.gov

VENDOR NO: 033256  
CONTACT: DAVE ANDREWS  
PHONE: 213-362-6704

FISCAL YEAR:  
EFFECTIVE DATE: 07/01/12  
EXPIRATION 06/30/17

RADIO COMMUNICATIONS (MOTOROLA) - AMD #1

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	<p>COMMODITY CODE: 725-45-00-028600</p> <p>Radio Communications Equipment MFG: Motorola</p> <p>% Discount: See Exhibit A - Contract Discounts pages 1-15 dated July 1, 2012.</p> <p>For pricing see Electronic Catalog (ECAT) dated: April 1, 2012 and any subsequent revisions and updates.</p>	0.000		DISCOUNT	0.0000 %
2	<p>COMMODITY CODE: 962-86-00-043391</p> <p>FREIGHT (SEE PAGE 15 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)</p>	0.000	EA	ITEM	\$ 0.000000

MARK W. ANTHONY  
*Approved mwa*

*Priscilla Diaz* 6/29/16  
COUNTY OF LOS ANGELES

*7/23/2016* 5/23/2016  
VENDOR SIGNATURE/DATE



## AMENDMENT 1 - JUNE 09, 2015

## 1. INCORPORATE TERMS OF AGREEMENT LANGUAGE:

## TERMS OF AGREEMENT:

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT:

A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS.  
(TO BE DONE IN 12 MONTH INCREMENTS).

B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.

C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS.

VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

## 2. AGREEMENT EXTENSION:

FROM: 06/30/15

TO: 06/30/16

## 3. UPDATED EXHIBIT A

EXCEPT AS AMENDED HEREIN ALL RATES, TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

## AGREEMENT EXTENSION (05/20/16):

FROM: 06/30/16

TO: 06/30/17

## 3. UPDATED EXHIBIT A

EXCEPT AS AMENDED HEREIN ALL RATES, TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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### 1 TERMS & CONDITIONS OF PURCHASE FOR CONTRACT 1240419

\*\*\*NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 43070 (TERM: 2007 - 2012) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 43070. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME. \*\*\*

\*\*\*\*NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT. \*\*\*\*

CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.

2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS.

3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.

4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 1240419 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).

6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, 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 COUNTY'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.

DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.

8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.

8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.

9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.

10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.

11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.

11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.

12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE

JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.

IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.

VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.

THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.

14 LIABILITY INSURANCE:

THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR

ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY.

THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.

**15 INSURANCE COVERAGE REQUIREMENTS:**

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  
GENERAL AGGREGATE: \$5 MILLION  
PERSONAL AND ADVERTISING INJURY: \$1 MILLION  
EACH OCCURENCE: \$5 MILLION

**16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE** PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

EACH ACCIDENT: \$1 MILLION  
DISEASE - POLICY LIMIT: \$1 MILLION  
DISEASE - EACH EMPLOYEE: \$1 MILLION

17 INDEMNIFICATION AND INSURANCE REQUIREMENTS  
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.

THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.

THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:  
ATTN:

\_\_\_\_\_  
SOLICITATION/CONTRACT #

\_\_\_\_\_  
COUNTY OF LOS ANGELES - ISD  
1100 NORTH EASTERN AVENUE RM # G115  
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY THIS AGREEMENT.
  - (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.
  - (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
  - (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT.
  - (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT.
- 18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.
- FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.
- NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:
- (1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.
  - (2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.



(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.

COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:

(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR

(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.

20A--NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 1240419, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS.

21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE.

22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY.

23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT.

COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD.



**THE PORT  
OF LOS ANGELES**

425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

TEL/TDD 310 SEA-PORT

[www.portoflosangeles.org](http://www.portoflosangeles.org)

**Eric Garcetti**

*Mayor, City of Los Angeles*

**Board of Harbor  
Commissioners**

**Ambassador Vilma S. Martínez**  
*President*

**David Arlan**  
*Vice President*

**Patricia Castellanos**

**Anthony Prozzi, Jr.**

**Edward R. Renwick**

**Eugene D. Seroka**

*Executive Director*

**DATE: DECEMBER 28, 2016**

**ADDENDUM # 1 BID # F-966 – RADIOS, MOTOROLA**

**THAT PORTION WHICH NOW READS IN PART:**

**AS WRITTEN**

**IS HEREBY CHANGED TO:**

**ADD:**

**SEE ATTACHED:**

Sincerely,

**Michelle Davies**  
Procurement Supervisor

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-966**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: JANUARY 11, 2017**

**INSTALLATION AND TRAINING**

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
67.	1	EA	Mobile subscribers, install	<u>\$76,673.00</u>	<u>\$76,673.00</u>
68.	1	EA	Mobile subscribers install - boats	<u>\$23,098.00</u>	<u>\$23,098.00</u>
69.	1	EA	Subscriber implementation & 3 year annual PM check	<u>\$327,440.00</u>	<u>\$327,440.00</u>
70.	1	EA	Subscriber train the trainer training	<u>\$11,302.00</u>	<u>\$11,302.00</u>
				<b>TOTAL</b>	<b><u>\$438,513.00</u></b>

## INDEMNIFICATION AND INSURANCE:

### Indemnification

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

### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA® 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 Track4LA® 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 Track4LA® at <http://track4la.lacity.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 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.

### 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 days 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 Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

#### NOTE

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

#### General Liability Insurance

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

December 28, 2016

Bid No. F-966

Addendum No. 1

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-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

\_\_\_\_\_ (initial) *Please see the attached for clarification*

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

*MOTOROLA SOLUTIONS, Area Sales Manager* \_\_\_\_\_  
Company Name, Title & Signature

*1/6/17*  
Date

*Approved mwa*  
MARK W. ANTHONY

### **Exceptions and Clarifications to Addendum No. 1, Bid No. F-966**

This Bid and pricing for the equipment is based upon the City of Los Angeles Master Equipment Contract No. 59456, a copy of which is attached to the Bid. That Master Equipment Contract piggy backs off of the Los Angeles County Contract, MA-15-1240419-3 (the "LA County Contract"), which contains both indemnity and insurance provisions. To avoid confusion, as to this Bid, the general indemnity as well as intellectual property infringement indemnity provisions found in Sections 13 and 17 of the LA County Contract and not the indemnification provision found in Addendum No. 1 to Bid No. F-966 will apply to this Bid. The City of Los Angeles Harbor Department, and its Board Members, Officers, Employees, and Successors in Interest are covered as indemnified parties.

Concerning insurance, Motorola has ordered and will provide a Certificate of Insurance (standard ACORD form as required); blanket additional insured endorsements for the Commercial General Liability and Business Automobile Liability policies; and a blanket Waiver of Subrogation endorsement concerning the Worker's Compensation and Employer's Liability Policies. Additionally, Motorola has previously provided similar endorsements that specifically mention the City of Los Angeles Harbor Department, so these are provided as well although they may accomplish the same goal as the blanket endorsements.

During the term of the contract resulting from Bid No. F-966, Motorola will maintain at its expense the insurance types and limits as set forth in the Certificate of Insurance and agrees that (1) the City of Los Angeles Harbor Department, and its Board Members, Officers, Employees, and Successors in Interest are included as additional insured with respect to the Commercial General Liability (CG 2010) and Business Automobile Liability policies; (2) the coverage under the Commercial General Liability policy is primary to and excess of any insurance or self insurance programs maintained by the City of Los Angeles Harbor Department; (3) Motorola will provide 30 days prior written notice of cancellation of any required policy; (4) if required by applicable law, the Worker's Compensation policy will cover claims under the U.S. Longshore and Harbor Workers Compensation Act; (5) the insurance companies will be authorized to conduct business in California and will meet the Best's ratings required by the Addendum No. 1; and (6) Motorola certifies it is aware of Section 3700 of the California Labor Code.





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>  		
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER: 570062398631**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641005169076	07/01/2016	07/01/2017	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-016	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WA7-64D-005169-086 All Other States	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B		N	N/A	WC7-641-005169-096 WI	07/01/2016	07/01/2017	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: With respect to contracts executed and in force between Motorola Solutions, Inc. and the City of Los Angeles, a municipal corporation, and all of its departments, agencies, commissions, boards, authorities, districts and divisions, including but not limited to the following: Departments of General Services, Police Department, Fire Department, Harbor Department, Department of Airports, and Department of Water & Power (collectively, the "City of Los Angeles"). The City of Los Angeles, a municipal corporation, and all its departments, agencies, commissions, boards, authorities, districts, and divisions, including but not limited to the following: Departments of General Services, Police Department, Fire Department, Harbor Department, Department of Airports, and Department of Water & Power (collectively, the "City of Los Angeles") are listed as Additional Insured with

<b>CERTIFICATE HOLDER</b> <i>A new COI has been ordered that will show "City of Los Angeles Harbor Department"</i> City of Los Angeles Office of the City Administrative Office Risk Management, City Hall East Mail Stop 132 200 North Main Street, Room 1240 Los Angeles CA 90012 USA <i>the Certificate Holder.</i>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

Holder Identifier : City Admin

Certificate No : 570062398631

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Motorola Solutions, Inc.	
POLICY NUMBER See Certificate Number: 570062398631			
CARRIER See Certificate Number: 570062398631	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:  
 respect to the General Liability and Automobile Liability policies. Waiver of Subrogation against the "City of Los Angeles" with respect to the workers' compensation and Employer's Liability policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250

Person or Organization  
Where required by contract or  
written agreement prior to loss and  
allowed by law

Job Description

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005169-086

Effective Date

Premium \$

Issued to Motorola Solutions, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

City of Los Angeles and the City of Los Angeles Harbor  
Department

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number **TB2-641-005169-076**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM**

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
City of Los Angeles and the City of Los Angeles Harbor Department	City of Los Angeles Office of the City Administrative Officer Risk Management City Hall , East 200 North Main Street, Room 1240, Los Angeles, 90012 Mail Stop - 132 and The City of Los Angeles Harbor Department Risk Management PO Box 151, San Pedro, CA 90733-0151 Attn: Marie Gutierrez	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.  
All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
City of Los Angeles and the City of Los Angeles Harbor Department	City of Los Angeles Office of the City Administrative Officer Risk Management City Hall East 200 North Main Street, Room 1240 Los Angeles, CA 90012 Mail Stop-132  and  The City of Los Angeles Harbor Risk Management Attn: Marie Gutierrez PO Box 151 San Pedro, CA 90733-0151	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005169-086      Effective Date      Premium \$

Issued to Motorola Solutions, Inc.



Policy Number: AS2-641-005169-016  
 Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
City of Los Angeles	City of Los Angeles Office of the City Administrative Officer	30
	Risk Management City Hall	
	East 200 North Main Street, Rm 1240 Los Angeles, CA 90012	
	Mail Stop 132	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT A**  
**MA-IS-1240419 CONTRACT AGREEMENT PRICING**  
**2016-2017**  
**MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES**

Motorola products & services discount percentages is listed below

Pricing for products & services listed below is located in Motorola Product Catalog (ECAT)

Pricing shall be in accordance with Motorola Product Catalog (ECAT) and any subsequent revisions and updates

New Products released between contract renewals will be offered to the County with prevailing discounts. Motorola will revise Exhibit A to included the new products

MOTOROLA PRODUCTS	2016 - 2017 DISCOUNT
<b>APX Personnel Accountability</b>	
APX Personnel Accountability Information	
<b>ASTRO 25 Infrastructure and Systems</b>	
Master Site	14.00%
Master Site ASTRO 7.5 Upgrade Add-On	14.00%
Master Site ASTRO 7.6 Upgrade Add-On	14.00%
Master Site ASTRO 7.7 Upgrade Add-On	14.00%
Master Site ASTRO 7.8 Upgrade Add-On	14.00%
Master Site ASTRO 7.9 Upgrade Add-On	14.00%
Master Site ASTRO 7.11	14.00%
Master Site ASTRO 7.11 Upgrade Add-On	14.00%
Master Site ASTRO 7.13	14.00%
Master Site ASTRO 7.13 Upgrade Add-On	14.00%
Master Site ASTRO 7.14 New	14.00%
Master Site ASTRO 7.14 Upg/Add	14.00%
Master Site ASTRO 7.15 New Add-On	14.00%
Master Site ASTRO 7.15 Upgrade	14.00%
ASTRO 25 Conventional K1/K2	14.00%
ASTRO 25 Conventional K1/K2 7.13 Core	14.00%
ASTRO 25 Conventional K1/K2 7.13 Upgrade Add-On	14.00%

ASTRO 25 Conventional K1/K2 A7.14 Core	14.00%
ASTRO 25 Conventional K1/K2 A7.14 Upgrade Add-On	14.00%
ASTRO 25 Conventional 7.15 K-Core	14.00%
ASTRO 25 Conventional A7.15 K- Core Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Core	14.00%
ASTRO 25 Trunking L1/L2 7.13 Upgrade Add-On	14.00%
ASTRO 25 Trunking L1/L2 7.14 Core	14.00%
ASTRO 25 Trunking L1/L2 7.14 Upgrade Add-On	14.00%
ASTRO 25 Trunking 7.15 L-Core	14.00%
ASTRO 25 Trunking 7.15 L-Core Upgrade Add-On	14.00%
Packet Data Gateway	14.00%
Packet Data Gateway (Rackmount-server based)	14.00%
Packet Data Gateway (HPD)	14.00%
High Performance Data Packet Data Gateway	14.00%
Enhanced Telephone Interconnect	14.00%
Network Fault Management	14.00%
GenWatch3 ATIA Based Solutions	14.00%
<b>Remote Site</b>	
<b>Site Controllers</b>	
MTC 9600	14.00%
PSC 9600	14.00%
GCP 8000	18.00%
GCP 8000 Software Upgrades	20.00%
<b>Comparators</b>	
GCM 8000	15.00%
DIGITAC	15.00%
<b>Base Stations / Repeaters</b>	
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 Expandable Site Subsystem Chan Addition	20.00%
GTR 8000 Software Upgrades	20.00%
G-SERIES Hardware Upgrades	20.00%
QUANTAR	25.00%
QUANTAR High Power Boost Amplifier	25.00%
QUANTAR 6809 Trunking	25.00%
QUANTAR Intellirepeater Trunking	25.00%
QUANTAR Conventional Operations	25.00%
QUANTAR Cabinet and Rack Options	25.00%

QUANTAR General Options	25.00%
QUANTAR Kits and Accessories	25.00%
<b>Receivers</b>	
GPW 8000	25.00%
ASTRO-TAC Receiver	25.00%
<b>SmartX</b>	
<b>Networking and Transport</b>	
Network Security ASTRO 7x Systems	15.00%
Switching and Routing Center	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Routers / Gateways	15.00%
Network Products Terminal Servers	15.00%
<b>Secure Solutions</b>	
ASTRO Digital Interface Unit (DIU)	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
ASTRO DIU Encryption Refurbished	14.00%
ASTRO DIU 3000 Refurbished	14.00%
<b>Key Management Facility (KMF)</b>	
KMF (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
KMF Small Fleet	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
CAI Data Encryption Module (CDEM)	14.00%
CRYTPR 2 Broadband IP Encryption Unit	14.00%
AME2000	14.00%
MGEG Crypto Card	14.00%
MVPN for APX	14.00%
<b>Interoperability Solutions</b>	
ISSI.1 Network Gateway	5.00%
MOTOBIDGE IP Interoperable Solution	15.00%
<b>Data Applications</b>	
<b>Location Solutions</b>	
ASTRO 25 Outdoor Location Solution Overview	5.00%
ASTRO 25 GPS Units	5.00%
ASTRO 25 Location APIs	5.00%
Tx Messenger	15.00%
<b>Data Devices</b>	
HPD 1000 Modem	5.00%
HPD 1000 Modem Upgrade	5.00%

<b>Site Equipment</b>	
RF Distribution Best Practices	0.00%
Battery Reverting Charger	10.00%
DC Power Systems	10.00%
Surge Protection Devices (SPDs)	10.00%
UPS	10.00%
Zetron Model 30 Worldpatch	10.00%
<b>Antennas</b>	
Low Band PIM VHF	10.00%
Low Band PIM UHF	10.00%
800 MHz Low PIM	10.00%
Low Band	10.00%
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
900 MHz	10.00%
<b>Circulators and Isolators</b>	
UHF	10.00%
Duplexers	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
900 MHz	10.00%
<b>Filters</b>	
800 MHz	10.00%
<b>Receiver Multicouplers</b>	
VHF	10.00%
UHF	10.00%
800 MHz	10.00%
<b>Transmitters and Combiners</b>	
VHF	10.00%
UHF	10.00%
700 MHz	10.00%
800 MHz	10.00%
<b>Transmission Lines</b>	
<b>Super Flex/Low Density Foam</b>	
1/2" Super Flex	10.00%
1/4" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%

1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8" Copper AVA Cable	10.00%
<b>Aluminum Coaxial Cable</b>	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8" Aluminum	10.00%
1-5/8" Aluminum	10.00%
<b>VXL Flexible Cables</b>	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
<b>AirCell Cables</b>	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
Conventional Simulcast Controller	20.00%
Rapid Deployment Infrastructure	15.00%
<b>Advanced Messaging Solution</b>	
A1, A2, A3 Configurations	5.00%
Battery Monitoring	10.00%
<b>Comparators</b>	
GCM 8000 Comparator	20.00%
ASTRO-TAC 3000 Comparator	20.00%
ASTRO-TAC 9600 Comparator	25.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparator	20.00%
<b>Data Applications &amp; Video Solutions</b>	
<b>MVX1000 In-Car Digital Video System</b>	
MVX1000 In-Car Digital Video System	0.00%
MVX1000 Digital Multimedia Mgmt System (DMMS)	0.00%
VIEVU LE3 On Body Camera	5.00%
Digital Patroller 2 (DP-2)	

DP-2 In-Car Products	0.00%
DP-2 Video Management System (Server)	0.00%
Automatic License Plate Recognition	5.00%
ALT1000 ALPR SURVEILLANCE TRAILER	5.00%
Fixed Automatic License Plate Recognition	5.00%
Intelligent Data Portal	5.00%
<b>Optimized Video Security</b>	
Optimized Video Security Portfolio	0.00%
Mesh Camera Solutions	0.00%
Public Safety Applications	0.00%
RadiolP	0.00%
RIC	0.00%
Real Time Video Intelligence (RTVI)	0.00%
Real Time Crime Center (RTCC)	0.00%
Tx Messenger	0.00%
<b>Data Devices</b>	
<b>Rugged Mobile Computing Devices (ML and MW)</b>	
MW810 Mobile Workstation R2.0 (F5218)	0.00%
MW810 Mobile Workstation (F5208)	0.00%
ML910 Rugged Notebook Computer (Core Duo 1.66 GHz)	0.00%
<b>Vehicular Radio Modem (VRM)</b>	
Vehicular Radio Modem 850	0.00%
<b>Dispatch Solutions</b>	
Dispatch Computer Hardware	15.00%
<b>Logging Solutions</b>	
Dual Instant Recall Recorder	5.00%
MCC 7500 IP Logging Recorder Products	5.00%
NICE Inform	5.00%
HDL Plus	5.00%
NICE NRX	5.00%
Verint Recording Solutions	15.00%
MC Series Desktop Controllers	15.00%
MCC 5500 Dispatch Console	10.00%
MCD 5000 Deskset System	20.00%
MIP 5000 IP Dispatch Console	20.00%
MKM 7000 Console Alias Manager	15.00%
Monitoring and Control Network	10.00%
Motorola MCC 7100 Dispatch Position	15.00%
<b>Motorola MCC 7500 Products</b>	
MCC Series Accessories	15.00%

MCC 7500 Dispatch Consoles	15.00%
MCC 7500 Archiving Interface Servers	15.00%
MCC 7500 IP Logging Recorder Products	10.00%
MCC 7500 Conventional Channel Items	15.00%
MCC 7500 Aux I/O Items	10.00%
<b>Servers, Workstations, OS and Ancillary Items</b>	
<b>Digital Conventional Systems</b>	
IP Based Digital Conventional Systems	15.00%
<b>Encoders</b>	
<b>Information Only</b>	
<b>Enterprise Applications</b>	
<b>Information Only</b>	
<b>Fire Station Alerting</b>	
FSA4000	15.00%
MACH Alert	15.00%
<b>Fireground Solutions</b>	
<b>Information Only</b>	
800MHz Simplex Operation - Frequency Translator	10.00%
<b>Fixed Data Products</b>	
<b>Fixed Data General Information</b>	
IRM 1500	5.00%
ACE 1000 RTU	5.00%
ACE 3600 RTU	5.00%
ACE Product Licenses	5.00%
MOSCAD RTU	15.00%
MOSCAD-L RTU	0.00%
MOSCAD-M RTU	0.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
<b>Fixed Network Equipment</b>	
Motorola Wireless Communication Sfwr II (MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	0.00%
MOTOMESH Extension	0.00%
MOTOMESH Duo	0.00%
MOTOMESH Solo	0.00%
Private Data Systems Software Subscriptions	0.00%
Wireless Network Gateway - Rackmount Server-Based	15.00%



High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	0.00%
<b>Fixed Stations</b>	
CDR700/CDR500 Repeaters	
QUANTAR	
ASTRO-TAC Receiver25	25.00%
QUANTAR	25.00%
6809 Trunking	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
INTELLIREPEATER Trunking	25.00%
Kits and Accessories Options	25.00%
MTR2000 MOTOTRBO UPGRADE	25.00%
MTR3000	25.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 SOFTWARE UPGRADE	20.00%
GTR 8000 EXPANDABLE SITE SUBSYSTEM CHAN ADDITION	20.00%
G-series Hardware Upgrades	
<b>Fixed Station Antenna Systems</b>	
Single Side Band	
Single Side Band Antennas	10.00%
Transmission Lines	
Super Flex/Low Density Foam	
Transmission Line Info	10.00%
1/4" Super Flex	10.00%
1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" AVA	10.00%
1-1/4 AVA	10.00%
1-5/8 AVA	10.00%
ALUMINUM COAXIAL CABLE	
7/8" FXL Aluminum Cable	10.00%
1-5/8" FXL Aluminum Cable	10.00%
7/8 ALUMINUM	10.00%
1 5/8 ALUMINUM	10.00%

VXL FLEXIBLE CABLES	10.00%
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
<b>AirCell Cables</b>	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-1/4" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
1/2" Radiating Cable	10.00%
7/8" Radiating Cable	10.00%
1-1/4" Radiating Cable	10.00%
1-5/8" Radiating Cable	10.00%
<b>Fixed Wireless (Broadband)</b>	
<b>RF Design Software</b>	
EnterprisePlanner	0.00%
SiteScanner	0.00%
LANPlanner	0.00%
MeshPlanner	0.00%
Private Broadband Networks	0.00%
One Point Wireless	0.00%
PTP (Point to Point)	0.00%
RAD Data Products	0.00%
PMP (Point to Multipoint)	0.00%
Wireless LAN	15.00%
<b>Location Solutions</b>	
TRX Indoor Location	15.00%
ASTRO 25 Outdoor Location Solution Overview	15.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	15.00%
<b>Military</b>	
APX7000L LTE	25.00%
SRX 2200 UHFR1	0.00%
SRX 2200 VHF	0.00%
SRX 2200 700/800	0.00%
<b>Mobile Stations</b>	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
<b>MOTOTRBO™ Mobiles</b>	
XPR™ 2500	10.00%
XPR™ 4350	10.00%

XPR™ 4550	10.00%
XPR™ 4580 SmartNet/Privacy Plus	10.00%
XPR™ 4380/4580 Digital	10.00%
XPR™ 5350/5380	10.00%
XPR™ 5550/5580	10.00%
XPR™ 8380/8400	10.00%
MOTOTRBO Mobile Accessories	10.00%
<b>ASTRO Digital APX 8500 Mobile Radios</b>	
APX8500 Mobile Radio	25.00%
APX8500 Console	
<b>ASTRO Digital APX 7500 Mobile Radios</b>	
APX7500 Mobile Radio	25.00%
APX 7500 Console	25.00%
<b>ASTRO Digital APX 6500 Mobile Radios</b>	
APX 6500 Mobile Radio	25.00%
<b>APX 6500Li</b>	
APX 6500Li	25.00%
<b>APX 4500</b>	
APX 4500	25.00%
<b>APX Retrofit Kits</b>	
<b>APX1500</b>	
APX1500	25.00%
<b>DIGITAL VEHICULAR REPEATER</b>	
DIGITAL VEHICULAR REPEATER UHF	15.00%
DIGITAL VEHICULAR REPEATER 800	15.00%
DIGITAL VEHICULAR REPEATER 700	15.00%
DIGITAL VEHICULAR REPEATER VHF	15.00%
VRX1000 - VEHICLE RADIO EXTENDER	15.00%
<b>PCRM</b>	
<b>PM1500</b>	
VHF Models	10.00%
UHF Models	10.00%
<b>CPS Programming Cables Information</b>	
<b>Interoperability Solutions</b>	
ISSI.1 Network Gateway	5.00%
ISSI 8000 / CSSI 8000 Network Gateway	5.00%
Motobridge	15.00%
WAVE 5000	5.00%

<b>Mobile Accessories</b>	
Mini Mag Antennas	20.00%
Parts Antennas	20.00%
<b>Network Security (IA)</b>	
Network Security-IA (7.14 and prior)	15.00%
Network Security-IA (7.15 and beyond)	15.00%
<b>Networking Products</b>	
Switching and Routing Center (7.13 and beyond)	15.00%
Modems and Modem Cards	15.00%
Network Products Routers/Gateways	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	0.00%
Network Products Time and Frequency	0.00%
Network Products WAN Switches	15.00%
<b>PCR Paging</b>	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
Minitor VI	10.00%
<b>PassPort and LTR Infrastructure</b>	
<b>TRIDENT Information</b>	
<b>Programming over P25 (POP25)</b>	
<b>POP25 information</b>	
<b>Public Safety LTE</b>	
<b>User Equipment (UE)</b>	
USB Modem	15.00%
VSM - Vehicular Subscriber Modem	15.00%
LEX700	5.00%
LTE SIM Card	15.00%
LTE VML750	15.00%
LEXL10	15.00%
LEXL10G	15.00%
<b>Networking &amp; Transport</b>	
EPC DNS/DHCP Appliance/NTP Server	5.00%
eNodeB L2 Switch (AC/DC Power)	5.00%
PTT L2/L3 Switch (AC Power)	5.00%
L2/L3 Aggregation Switch/Router (copper)	5.00%
Core MLX-4E	5.00%
L2/L3 Aggregation Switch/Router (fiber)	5.00%
L2/L3 Remote EPG Switch (fiber)	5.00%

L2/L3 Remote EPG Switch (copper)	5.00%
Core CES2048X	5.00%
<b>Security</b>	
Firewall Manager	5.00%
Core / EPC Firewall	5.00%
Agency and Regional Applications Firewall	5.00%
MSI Mobile VPN	14.00%
Mobile Virtual Private Network - MVPN	5.00%
<b>Radio Access Network</b>	
Site Ancillary	5.00%
Antenna System	5.00%
eNodeB Band Class 14	5.00%
eNodeB Band Class 20	5.00%
RF Site Battery Backup System	5.00%
eNodeB Band Class 28	5.00%
<b>Enhanced Packet Core</b>	
Converged Packet Gateway – CPG	5.00%
Subscriber & Policy Manager – SPM	5.00%
Mobility Management Equipment - MME	5.00%
Home Subscriber Service (HSS)	5.00%
Evolved Packet Gateway (EPG)	5.00%
Diameter Routing Agent – DRA	5.00%
Policy and Charging Rules Function - PCRF	5.00%
Operations & Maintenance	5.00%
Device Management Solutions	5.00%
Operations Support Platform	5.00%
Operations Support System for Radio & Core-OSSRC	5.00%
<b>Application</b>	
Real Time Video Intelligence – RTVI	0.00%
Priority Management – PM	0.00%
Emergency Button / Quick Action Button	0.00%
Location Services	0.00%
Presence Services	0.00%
Radio Services / Radio Remote Control	0.00%
<b>Public Safety PTT</b>	
Public Safety Push To Talk (PTT)	0.00%
Public Safety Push To Talk - PTT Server	0.00%
Public Safety LTE PTT Gateway	0.00%

<b>Portable Radiophones</b>	
<b>Professional Commercial Radio (PCR) Information (Pricing in MOL)</b>	
<b>MOTOTRBO™ Portables</b>	
XPR™ 3300	10.00%
XPR™ 3500	10.00%
XPR™ 6350	10.00%
XPR™ 6550	10.00%
XPR™ 6380/6580 SmartNet/Privacy Plus	10.00%
XPR™ 6380/6580 Digital	10.00%
XPR™ 7350/7380	10.00%
XPR™ 7550/7580	10.00%
SL 7550/7580/7590	10.00%
MOTOTRBO Portable Accessories	10.00%
<b>APX 8000</b>	
APX 8000	25.00%
APX 8000 Accessories	20.00%
<b>APX 8000XE</b>	
APX 8000XE	25.00%
APX 8000XE Accessories	20.00%
<b>APX 7000</b>	
APX 7000	25.00%
APX 7000 Accessories	20.00%
<b>APX 7000XE</b>	
APX 7000XE	25.00%
APX 7000XE Accessories	20.00%
<b>APX 6000</b>	
APX 6000 700/800 MHz	25.00%
APX 6000 VHF	25.00%
APX 6000 UHF	25.00%
APX 6000 Accessories	20.00%
<b>APX 6000XE</b>	
APX 6000XE 700/800 MHz	25.00%
APX 6000XE VHF	25.00%
APX 6000XE UHF	25.00%
APX 6000XE Accessories	20.00%
<b>APX 6000Li</b>	
APX6000Li 700/800	25.00%

APX6000Li UHF	25.00%
APX6000Li VHF	25.00%
APX6000Li Accessories	20.00%
<b>APX 4000</b>	
APX 4000 700/800	25.00%
APX 4000 VHF	25.00%
APX 4000 UHF	25.00%
APX 4000 900 MHz	25.00%
APX 4000 Accessories	20.00%
<b>APX 3000</b>	
APX 3000 700/800	25.00%
APX 3000 VHF	25.00%
APX 3000 UHF R1	25.00%
APX 3000 UHF R2	25.00%
APX 3000 Accessories	20.00%
<b>APX1000</b>	
APX1000 700/800MHz	25.00%
APX1000 UHF	25.00%
APX1000VHF	25.00%
APX1000 900	25.00%
<b>TRX Indoor Location</b>	
TRX Indoor Location	0.00%
<b>XTS 5000 ACCESSORIES ONLY</b>	
XTS 5000 700/800 ACCESSORIES ONLY	15.00%
XTS 5000 VHF ACCESSORIES ONLY	15.00%
XTS 5000 UHF ACCESSORIES ONLY	15.00%
<b>ASTRO Digital XTS 2500 ACCESSORIES ONLY</b>	
XTS 2500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 2500 900 MHz ACCESSORIES ONLY	15.00%
XTS 2500 VHF ACCESSORIES ONLY	15.00%
XTS 2500 UHF ACCESSORIES ONLY	15.00%
<b>ASTRO Digital XTS 1500 ACCESSORIES ONLY</b>	
XTS1500 900 MHz ACCESSORIES ONLY	15.00%
XTS 1500 700/800 MHz ACCESSORIES ONLY	15.00%
XTS 1500 VHF ACESORIES ONLY	15.00%
XTS 1500 UHF ACCESSORIES ONLY	15.00%
<b>MT 1500 ACCESSORIES ONLY</b>	
MT 1500 800 MHz ACCESSORIES ONLY	15.00%
MT 1500 VHF ACCESSORIES ONLY	15.00%
MT 1500 UHF ACCESSORIES ONLY	15.00%

<b>XTS 4000 ACCESSORIES ONLY</b>	
XTS4000 VHF ACCESSORIES ONLY	15.00%
XTS4000 UHF R1 ACCESSORIES ONLY	15.00%
<b>MTVA &amp; XTVA Accessories</b>	
Mobile Vehicular Adapter (MTVA)	20.00%
XTS Vehicular Adapter (XTVA)	20.00%
APX Transportable Base Station	22.00%
<b>PR1500</b>	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
<b>Radio Applications</b>	
Pop25 for Trunking and Conventional Information	
Presence Notifier Application Information	
Advanced System Key	20.00%
<b>Radioware Solutions</b>	
TX Application Software	0.00%
<b>Receivers</b>	
GPW 8000 Receiver	20.00%
ASTRO TAC Receivers	0.00%
MTR 3000 Analog Receivers	25.00%
<b>Secure Solutions</b>	
Key Variable Loader (KVL)	
KVL 3000 Plus FLASHport Upgrade	14.00%
KVL 4000	14.00%
KVL 4000 FLASHport	14.00%
<b>VPN</b>	
PSLTE VPN	14.00%
<b>Services Solutions</b>	
Service Solutions Information	
<b>SmartX</b>	
SmartX	14.00%
<b>APX Programming Software</b>	
APX Radio Management	20.00%
<b>Software Upgrades/FLASHport</b>	
<b>Lifecycle Products</b>	
Software Maintenance Agreement (SMA)	0.00%
System Upgrade Agreement (SUA)	0.00%
<b>Infrastructure Software Upgrades/FLASHport</b>	
ASTRO-TAC FLASHport & Upgrades	20.00%
ASTRO-TAC Receiver Conventional Upgrades	20.00%



ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
QUANTAR Software & Hardware Upgrade	20.00%
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%
STR 3000 FLASHport	20.00%
<b>Programming Software</b>	
Customer Programming Software	0.00%
Radio Service Software	0.00%
<b>Subscriber Software Upgrades/FLASHport</b>	
MT 1500 SW FLASH	20.00%
XTS 1500 SW FLASH	20.00%
XTL 1500 SW FLASH	20.00%
XTS 2500 SW FLASH	20.00%
XTL 2500 SW FLASH	20.00%
XTL 5000 & Consolelette SW FLASH	20.00%
XTS 5000 SW FLASH	20.00%
XTS/XTL New UCM KVL3000PLUS FLASH	20.00%
XTL/XTS5000, 2500, Consolelett UCM KVL3000PLUS FLASH	20.00%
APX 7500 & Consolelette SW FLASH	20.00%
APX 7000 SW FLASH	20.00%
APX 6500 SW FLASH	20.00%
APX 6500Li SW FLASH	20.00%
APX 6000 & APX 6000XE SW FLASH	20.00%
APX 6000Li SW FLASH	20.00%
APX 4000 SW FLASH	20.00%
APX 4500 SW FLASH	20.00%
APX Mobile/Portable MACE KVL4000 FLASH	20.00%
APX 3000 SW FLASH	20.00%
APX Mobile/Portable MACE KVL3000PLUS FLASH	20.00%
APX Mobile and Portable Firmware Refresh	20.00%
SRX 2200 SW FLASH	20.00%
<b>Telephone Interconnect</b>	
Zetron Model 30 Worldpatch	10.00%
Enhanced Telephone Interconnect	14.00%
<b>Text Messaging Services Solution</b>	
Text Messaging Services Solution	5.00%
<b>Trunking Products and Systems</b>	
<b>MTC 3600</b>	
MTC 3600 SMARTNET Single Site Controller	14.00%

MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
<b>SmartZone Network Management &amp; Controllers</b>	
4.1 Network Management System Upgrades	14.00%
MZC 5000 Zone Controller	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	0.00%
Site Lens	0.00%
<b>Genesis</b>	
GenWatch3 Over The Air Based Solutions	15.00%
GenWatch3 ATIA Based Solutions	15.00%
SystemWatch II 3600 on XP	0.00%
<b>Unified Network Services (UNS)</b>	
UNS	0.00%
UNS Expansions and Upgrades	0.00%
MotoMapping	0.00%
<b>Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools</b>	
Contact Motorola Parts & Accessories Department (800 422 4210) for price quotes.	20.00%
<b>Non-Motorola Mfg. Items - Supply Chain Commodities</b>	
To order non manufactured items to support radio products listed in Exhibit A discounts will be applied based on the following APC Codes 131, 207, 229, 417, 457, 515, 557, 708, 740, 854	15.00%
<b>Frieght/Shipping Charges - Details</b>	
<p>1) Orders placed through the Motorola Parts &amp; Accessories Department will ship FOB destination, UPS ground.</p> <p>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.</p> <p>3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense.</p>	

Customer Connection Proposal

Date: 10.19.16

Quote #: APX8000 Portable

Prepared By: Tony McIntosh	Phone: 858-201-1149	Fax:	CUSTOMER #:
Homoto Bossco Port of LA	GATE: PLEASE PROVIDE Address		Ship to: PLEASE PROVIDE Address
COMPANY:			
PHONE:			
FAX:			

Equipment Details and Pricing

Qty	Model	Description	List Price	Unit Price	Total Price	
250	IP91TGD9PW7N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$ 6,109.00	\$ 4,276.30	\$ 1,069,075.00	\$ 1,527,250.00
250	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 360.50	\$ 90,125.00	\$ 128,750.00
250	H38	ADD: SMARTZONE OPERATION	\$ 1,500.00	\$ 1,050.00	\$ 262,500.00	\$ 375,000.00
250	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 210.00	\$ 52,500.00	\$ 75,000.00
0	QA00580	ADD: TDMA OPERATION	\$ 450.00	\$ 315.00	\$ -	\$ -
0	1135	ADD: CONVENTIONAL OPERATION	\$ 800.00	\$ 560.00	\$ -	\$ -
250	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 70.00	\$ 17,500.00	\$ 25,000.00
250	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 3.50	\$ 875.00	\$ 1,250.00
250	11869	ENH: MULTIKEY	\$ 330.00	\$ 231.00	\$ 57,750.00	\$ 82,500.00
250	QA09001	ADD: WIFI CAPABILITY	\$ 300.00	\$ 210.00	\$ 52,500.00	\$ 75,000.00
250	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$ -	\$ -	\$ -	\$ -
250	Q629	ENH: AES ENCRYPTION	\$ 475.00	\$ 332.50	\$ 83,125.00	\$ 118,750.00
250	Q58	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 102.00	\$ 102.00	\$ 25,500.00	\$ 25,500.00
0	Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	\$ 740.00	\$ 518.00	\$ -	\$ -
250	PMNN4486	SPARE BATT IMPRESS 2 LIION 3400MAH	\$ 142.00	\$ 99.40	\$ 24,850.00	\$ 35,500.00
250	PMNN4099A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE	\$ 132.00	\$ 92.40	\$ 23,100.00	\$ 33,000.00
250	NNTN8860A	APX IMPRESS 2 SINGLE UNIT CHARGER	\$ 150.00	\$ 105.00	\$ 26,250.00	\$ 37,500.00
4	NNTN8844A	APX IMPRESS 2 MUC	\$ 1,250.00	\$ 875.00	\$ 3,500.00	\$ 5,000.00
250	PMLN5709A	BASIC CARRY HOLDER	\$ 29.00	\$ 20.30	\$ 5,075.00	\$ 7,250.00
2	Q157	ADD: APX DATA CABLE	\$ 75.00	\$ 52.50	\$ 105.00	\$ 150.00
250	PMAE4065A	UHF ANTENNA	\$ 21.00	\$ 14.70	\$ 3,675.00	\$ 5,250.00
1	HKVN4289A	CPS SOFTWARE DOWNLOAD	\$ 299.00	\$ 209.30	\$ 209.30	\$ 299.00
100	NAR6595A	ANT 1/4 WAVE 7800 STUBBY	\$ 29.00	\$ 20.30	\$ 2,030.00	\$ 2,900.00
6	NTN2570C	ASSEMBLY ACCESSORY WIRELESS ACCY KIT NFP 12 CABLE	\$ 325.00	\$ 227.50	\$ 1,365.00	\$ 1,950.00

SUBTOTAL	\$	1,801,609.30	\$	2,562,799.00
TAXES	\$	144,128.74	\$	205,023.92
SHIPPING	\$	-	\$	-

QUOTE PAGE TOTAL

\$	1,945,738.04	\$	2,767,822.92
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**QUOTE TERMS AND CONDITIONS:**  
 1. Quotes are estimates of all materials and equipment charges (unless otherwise noted) and are subject to change.  
 2. Payment will be required for shipping costs which will be added to the amount.  
 3. Prices quoted are valid for 30 days from the date of this quote.  
 4. Check reference listed companies for due terms, early order discounts.

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.

Customer Connection Proposal

Date: 10.19.16

Quote #: APX 8500 Mobile

Prepared By: Tony McLintosh

Phone: 856-301-1349

Fax:

CUSTOMER #: LA County Contract

PREPARED FOR:	Honorio Bousso	SHIP TO: PLEASE PROVIDE
COMPANY:	Port of LA	SHIP TO: PLEASE PROVIDE
PHONE:		ADDRESS:
FAX:		ADDRESS:

Equipment Details and Pricing

Qty.	Model	Description	List Price	Unit Price	Total Price	
58	M37TSS2PW1 N	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 3,339.00	\$ 193,602.00	\$ 276,660.00
58	G806	ENH:ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 360.50	\$ 20,909.00	\$ 29,870.00
58	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 1,050.00	\$ 60,900.00	\$ 87,000.00
58	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 210.00	\$ 12,180.00	\$ 17,400.00
0	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$ 315.00	\$ -	\$ -
0	G48	ENH: CONVENTIONAL OPERATION APX8500	\$ 500.00	\$ 350.00	\$ -	\$ -
58	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 3.50	\$ 203.00	\$ 290.00
58	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$ 302.40	\$ 17,539.20	\$ 25,056.00
0	GA00245	ADD: O9 CONTROL HEAD	\$ 1,200.00	\$ 840.00	\$ -	\$ -
58	G444	ADD: CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -	\$ -
58	G67	ADD:REMOTE MOUNT	\$ 297.00	\$ 207.90	\$ 12,058.20	\$ 17,226.00
58	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8"/U)	\$ 95.00	\$ 66.50	\$ 3,857.00	\$ 5,510.00
58	GA00226	ADD: GPS ANTENNA	\$ 75.00	\$ 52.50	\$ 3,045.00	\$ 4,350.00
58	W20	ADD: KEYPAD MIC GCAI	\$ 180.00	\$ 126.00	\$ 7,308.00	\$ 10,440.00
58	B18	ADD: AUXILIARY SPEAKER	\$ 60.00	\$ 42.00	\$ 2,436.00	\$ 3,480.00
58	C996	ENH: OVER THE AIR PROVISIONING	\$ 100.00	\$ 70.00	\$ 4,060.00	\$ 5,800.00
58	W909	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 231.00	\$ 13,398.00	\$ 19,140.00
58	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 332.50	\$ 19,285.00	\$ 27,550.00
0	C298	ENH: ASTRO 25.0TAR W/ MULTKEY	\$ 740.00	\$ 518.00	\$ -	\$ -
58	GA09001	ADD: WI-FI CAPABILITY	\$ 300.00	\$ 210.00	\$ 12,180.00	\$ 17,400.00
58	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$ -	\$ -	\$ -
2	IJKN6184C	CABLE CH. PROGRAMMING,USB	\$ 52.00	\$ 36.40	\$ 72.80	\$ 104.00
58	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 225.00	\$ 225.00	\$ 13,050.00	\$ 13,050.00
58	G610	ADD: REMOTE MOUNT CBL 30 FEET	\$ 25.00	\$ 17.50	\$ 1,015.00	\$ 1,450.00

SUBTOTAL	\$	397,158.20	\$	561,776.00
TAXES	\$	31,772.66	\$	44,942.08
SHIPPING	\$	-	\$	-

QUOTE PAGE TOTAL

	\$	428,930.86	\$	606,718.08
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**QUOTE TERMS AND CONDITIONS:**

1. Quotes are effective as of the date of this proposal and programming charges (when not already stated) are all applicable taxes.
2. Payment will be required for this quote when the order is placed in the system.
3. Prices quoted are valid for 30 days unless otherwise stated.
4. Unless otherwise stated, payment will be due within thirty days after receipt.

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.

Date: 10.19.16

Quote #: APX 8500 Mobile

Customer Connection Proposal

Prepared By: Tony Melatosh

Phone: 858-301-1399

Fax:

CUSTOMER #: LA County Contract

PREPARED FOR COMPANY PHONE FAX	Homero Boaso Port of LA	84 To: PLEASE PROVIDE ADDRESS	520 To: PLEASE PROVIDE ADDRESS
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Equipment Details and Pricing

Qty.	Model	Description	List Price	Unit Price	Total Price
12	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 3,339.00	\$ 40,068.00
12	G806	ENH:ASTRO DIGITAL, CAI OPERATION	\$ 515.00	\$ 360.50	\$ 4,326.00
12	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 1,050.00	\$ 12,600.00
12	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 210.00	\$ 2,520.00
0	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$ 315.00	\$ -
0	G48	ENH: CONVENTIONAL OPERATION APX8500	\$ 500.00	\$ 350.00	\$ -
12	QA0164R	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 3.50	\$ 42.00
12	G442	ADD: O5 CONTROL HEAD	\$ 432.00	\$ 302.40	\$ 3,628.80
0	GA00245	ADD: O9 CONTROL HEAD	\$ 1,200.00	\$ 840.00	\$ -
12	G444	ADD: CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -
12	G66	ADD: DASH MOUNT	\$ 125.00	\$ 87.50	\$ 1,050.00
12	GA01513	ADD: ALL BAND MOBILE ANTENNA (7R/V/U)	\$ 95.00	\$ 66.50	\$ 798.00
12	GA00226	ADD: GPS ANTENNA	\$ 75.00	\$ 52.50	\$ 630.00
12	G996	ENH: OVER THE AIR PROVISIONING	\$ 100.00	\$ 70.00	\$ 840.00
12	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 231.00	\$ 2,772.00
12	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 332.50	\$ 3,990.00
0	G298	ENH: ASTRO 25 OTAR W/ MULTIKKEY	\$ 740.00	\$ 518.00	\$ -
12	GA09001	ADD: WI-FI CAPABILITY	\$ 300.00	\$ 210.00	\$ 2,520.00
12	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$ -	\$ -
2	HKNG184C	CABLE CH, PROGRAMMING,USB	\$ 52.00	\$ 36.40	\$ 72.80
12	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$ 225.00	\$ 225.00	\$ 2,700.00
12	G892	ENH: HAND MIC, GAI WATER RESISTANT	\$ 72.00	\$ 50.40	\$ 604.80
12	G831	ADD: SPKR 7.5 W WATER RESISTANT	\$ 60.00	\$ 42.00	\$ 504.00

SUBTOTAL	\$	79,666.40	\$	112,652.00
TAXES	\$	6,373.31	\$	9,012.16
SHIPPING	\$	-	\$	-

QUOTE PAGE TOTAL

\$	86,039.71	\$	121,664.16
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**QUOTE TERMS AND CONDITIONS:**

1. Quotes are valid for 30 days from date of issue unless otherwise specified in writing and all equipment items.
2. Payment will be required for any equipment items which will be added to the quote.
3. Quotes are valid for 30 days from date of issue unless otherwise specified in writing.
4. Quotes are valid for 30 days from date of issue unless otherwise specified in writing.

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.