

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND MOTOROLA SOLUTIONS, INC. FOR COMPUTER AIDED DISPATCH AND
RECORDS MANAGEMENT SYSTEM IMPLEMENTATION AND MAINTENANCE
PROJECT SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF
LOS ANGELES**

THIS CONTRACT, made and entered into this _____ day of _____, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation ("City" or "LAWA"), acting by order of and through the Board of Airport Commissioners and **MOTOROLA SOLUTIONS, INC.**, a Delaware corporation ("Contractor").

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, City desires Computer Aided Dispatch and Records Management System Implementation ("Product and Implementation Services") and Maintenance Project Services ("Maintenance Services", and together with the "Product and Implementation Services, the "Contract Work"), as described in the Request for Proposals issued on January 5, 2018, as subsequently amended with an addendum ("RFP") for Los Angeles World Airports ("LAWA"); and

WHEREAS, LAWA recommended Contractor's proposal for award of contract based on the criteria in the RFP; and

WHEREAS, City desires to purchase the Contract Work from the Contractor based on the terms and conditions stated herein; and

WHEREAS, Contractor has the experience, ability, and resources to provide these Services under the terms and conditions set forth herein; and

WHEREAS, City has determined it is in its best interest to contract for such expert assistance.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Term of Contract. The term of this Contract shall commence upon execution by the Chief Executive Officer and shall terminate five (5) years later, subject to earlier termination as set forth herein. The Chief Executive Officer shall have five (5) one-year renewal options to extend the Contract past the initial five (5) year term, with each option to be exercisable in his or her sole discretion.

Section 2.0 Definitions. It is understood that when the following words and phrases are used herein, each shall have the meaning set forth opposite the same:

BOARD: The Board of Airport Commissioners of the City of Los Angeles.

DEPARTMENT

OR LAWA: The Department of Airports of the City of Los Angeles.

CHIEF EXECUTIVE

OFFICER: Chief Executive Officer of the Department of Airports, or her/his authorized designee.

Section 3.0 Contractor Scope and Fee.

3.1 Contractor agrees to provide the Contract Work to City pursuant to the terms in this Contract, the PSA System Agreement attached as Contract Exhibit A-1; the portions of the RFP attached as Contract Exhibit A-2; the revised Motorola Proposal attached as Contract Exhibit A-3; the Negotiated Functional Requirements Matrix attached as Contract Exhibit A-4; the Negotiated Clarifications and Exceptions attached as Contract Exhibit A-5; and the Milestone Payment Plan attached as Contract Exhibit A-6.

3.2 The compensation to Contractor shall not exceed Nine Million Three Hundred Fifty-Four Thousand Seven Hundred Seventy-Four Dollars (\$9,354,774). City will make such payments in accordance with the Milestone Payment Plan in Contract Exhibit A-6. The stated amount is deemed to include all provisions for Contractor's compensation for services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs.

3.3 City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Chief Executive Officer, such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at LAWA's Office at the address listed below upon twenty (20) days' notice. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

3.4 City shall not be required to make payments for Contract Work not yet provided or received, nor for Contract Work deemed unsatisfactory by City. The parties agree that the Chief Executive Officer shall make the final determination as to when Contract Work or any part thereof has been satisfactorily performed or completed or the Contract Work provided to City to justify release of any given payment to Contractor under this Contract and the Milestone Payment.

3.5 If a necessary change causes an increase in the scope of work or services to be performed or the Contract Work to be provided by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or service.

3.6 Contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein and to the extent consistent with the payment terms of the subcontract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor or the subcontractor to a subcontractor, Contractor or the subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Contractor shall include this provision in all subcontracts.

3.7 Upon execution of this Contract, City shall deliver to Contractor a purchase order for the Product and Implementation Services.

3.7 Invoices.

3.8.1 For Product and Implementation Services, Contractor will invoice City for Product and Implementation Services according to the Milestone Payment Plan. City will use its best efforts to make payments to Contractor within thirty (30) days of each invoice.

3.8.2 For Maintenance Services, Contractor will invoice City monthly after the period for which the Maintenance Services are rendered in accordance with the Milestone Payment Plan. City will use its best efforts to make payments to Contractor within thirty (30) days of each invoice.

4.0 Prevailing Wage. Work performed under this Contract may require payment of prevailing wages, and Contractor is obligated to make that determination. Contractor shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor. Contractor shall indemnify and pay or reimburse City for any damages, penalties or fines and interest (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws.

Section 5.0 Notices.

5.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of City Attorney
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

5.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Motorola Solutions, Inc.
725 S. Figueroa Street, Suite 1855
Los Angeles, CA 90017
Attention: Scott Lees**

**Motorola Solutions, Inc.
10680 Treena Street, Suite 200
San Diego, CA 92131
Attention: David Little, Senior Legal Counsel**

or to such other address as Contractor may designate by written notice to City.

5.3 The execution of any such notice by the Chief Executive Officer shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Chief Executive Officer or the designee to execute any such notice.

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to Chief Executive Officer with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 6.0 City Held Harmless.

6.1 Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's (and/or its employees' or agents') and/or Sub-Contractor's (and/or its employees' or agents') performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. If applicable, (a) where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence,

willful misconduct or active negligence; and/or (b) where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

6.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

6.3 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

6.4 Survival of Indemnities. The provisions of this Section 6 shall survive the termination of this Contract.

Section 7.0 Restrictions and Regulations.

7.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

7.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Chief Executive Officer which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Chief Executive Officer with respect to the operation of Airport.

7.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

7.4 Contractor shall be solely responsible for ensuring that the Contract Work fully complies with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

Section 8.0 Independent Contractor.

8.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

8.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 9.0 Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 10.0 Assignment or Transfer Prohibited.

10.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, without the prior written consent of the Chief Executive Officer. This Contract shall not, nor shall any interest therein, be assignable as to the interest of Contractor by operation of law without the prior written consent of the Chief Executive Officer or his or her authorized representative.

10.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the Chief Executive Officer is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

10.3 When proper consent has been given by the Chief Executive Officer, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 11.0 Termination or Suspension of Contract Work or Contract.

11.1 City may terminate this Contract, with or without cause, upon giving the

Contractor a thirty (30) day advance written notice. City's exercise of its right to terminate shall not violate Section 5.1 of the Maintenance and Support Agreement.

11.2 If, at any time, the Chief Executive Officer, for any reason, decides to terminate or suspend the scope of work, or any part thereof, or Contractor's services, or any part thereof, the Chief Executive Officer may: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its services and/or (2) terminate any part of this Contract, upon giving Contractor thirty (30) days written notice prior to the effective date of such suspension or termination which date shall be specified in such notice.

11.3 In the event that this contract or any portion thereof and/or Contractor's services, or any portion thereof is suspended or terminated by Chief Executive Officer, City will compensate Contractor for the for the equipment and software delivered prior to the termination notice and the services completed and satisfactorily performed subject to the terms under Section 3.0.

Section 12.0 Default and Right of Termination. In the event a Contractor fails to abide by the terms, covenants and conditions of this Contract, City may, instead of immediately exercising its rights under Section 11, give Contractor written notice to correct the defect or default. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within thirty (30) days after City's mailing of notification, City may, at its sole discretion, (a) terminate this Contract forthwith upon giving Contractor a thirty (30) day written notice, or (b) withhold any further payment for Contractor's services until such defect or default is corrected within the time specified by the City. If the default or defect is still not corrected within that time, City may terminate this Contract forthwith upon giving Contractor a thirty (30) day written notice.

Section 13.0 Advertisements. Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on Airports.

Section 14.0 Attorneys Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 15.0 Ownership of Work Product.

15.1 The City shall own all titles, rights and interests in all Work Products created by Contractor and all of its subcontractors (hereinafter collectively referred to as "Vendors") for the City under this Agreement. Work Products are all materials, tangible or not, created in whatever medium under this Agreement, including without limitation reports, manuals, specifications, drawings and sketches, computer programs and databases, schematics, maps, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property. Contractor shall not dispute or contest, directly or indirectly, the City's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Vendors hereby

assign, and if later required by the City, shall assign to the City all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting City's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the City. Contractor agrees that before commencement of any subcontract work it will incorporate all provisions in this Contract on property ownership, including this Section, to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Contract such that the City's titles, rights, and interests in Work Products are preserved and protected as intended herein. This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Contract, nor will this provision apply to any enhancement or alteration to the pre-existing property created by Contractor or its subcontractors during their performance of tasks under this Contract.

15.2 Contractor represents and warrants that performance of all obligations (including those performed by its subcontractors) under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

15.3 In accordance with Section 13.3 of the PSA System Agreement, Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action (hereinafter collectively referred to as "Action") against the City, its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (hereinafter collectively referred to as "City Defendants") from and against any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, (hereinafter referred to as "Intellectual Property rights"), (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor or its subcontractors of any tier in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Deliverable furnished by Contractor under the Contract. Contractor also shall indemnify the City against all reasonable attorneys' fees, losses, costs, expenses, liability, and damages awarded against the City or settlement as a consequence of such Action.

15.4 In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.5 Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

15.6 Should Contractor have information that (1) any of the Work Products allegedly or actually infringes or is likely to infringe on any third party intellectual property rights (patents,

copyrights, trademarks, trade secrets and other proprietary information), or (2) any of the licenses procured on behalf of the City under this Contract is to expire, to be terminated or enjoined sooner than the term procured for, Contractor shall immediately notify City of such alleged, actual or potential infringement or license status. Upon City's request, Contractor shall, at Contractor's own expense:

- i) procure for the City the right or license to continue using the intellectual property at issue; or
- ii) replace the intellectual property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or its lessees, or diminish the intended benefits and use of the Work Products by the City or its lessees under the specifications herein.

15.7 The provisions of Paragraphs 15.1 through 15.7 shall survive termination of this Contract.

Section 16.0 Business Tax Registration. Contractor represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Contractor shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificates to be revoked or suspended during the term hereof.

Section 17.0 Insurance.

17.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Contract Exhibit B, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include City, its Department, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Contract Exhibit B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Contractor in, on or about Airport.

17.2 Each specified insurance policy (other than workers' compensation, automobile, and employers' liability and fire and extended coverages) shall contain a severability of interest (cross liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a contractual endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

17.3 All such insurance shall be primary and noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the LAWA Risk Manager based upon the nature of Contractor's operations and the type of insurance involved.

17.4 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon twenty (20) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof shall be made within thirty (30) days of invoice date.

17.5 Prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

17.6 Contractor shall provide proof of all specified insurance and related requirements to City either by production of a stamped true and certified copy(ies) of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer, or by Accord form 25 certificate of insurance and required ISO additional insured and waiver of subrogation endorsements. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of the Los Angeles Administrative Code (the "Code") prior to Contractor occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and Contractor shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by mail to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

17.7 City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the LAWA Risk Manager who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said LAWA Risk Manager deems to be adequate.

17.8 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

Section 18.0 Child Support Orders. This Contract is subject to Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.10, et seq. related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 has been attached hereto for the convenience of the parties as Contract Exhibit C. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (3) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10 (b) of the Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

Section 19.0 Disabled Access.

19.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

19.2 Should Contractor fail to comply with Section 19.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 20.0 Nondiscrimination and Affirmative Action Program.

20.1 **Federal Non-Discrimination Provisions.**

20.1.1 Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1].¹

20.2 **Municipal Non-Discrimination Provisions.**

20.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Airport or any operations or activities conducted on Airport. Nor shall Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of Airport. Any assignment or transfer, which may be permitted under this Contract, shall also be subject to all non-discrimination clauses contained in Section 20.2.

20.2.2 **Non-Discrimination In Employment.** During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

20.2.3 **Equal Employment Practices.** If the total payments made under this Contract are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los

¹ The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Contract for the convenience of the parties as Contract Exhibit D. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

20.2.4 Affirmative Action Program. If the total payments made under this Contract are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this Contract for the convenience of the parties as Contract Exhibit E. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

Section 21.0 Equal Benefits Ordinance.

21.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor certifies and represents that Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

21.2 Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.”

21.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate the Contract.

Section 22.0 First Source Hiring Program For Airport Employers (for LAX ONLY).

Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Contract Exhibit F and made a material term of this Contract.

Section 23.0 Living Wage Requirements.

23.1 Living Wage Ordinance.

23.1.1 **General Provisions: Living Wage Policy.** This Contract is subject to the Living Wage Ordinance (the "LWO") (Section 10.37, *et seq.*, of the Los Angeles Administrative Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Contract Exhibit G. The LWO requires that, unless specific exemptions apply, any employees of a service contractor who render services that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request,

and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the Federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with Federal law prohibiting retaliation for union organizing.

23.1.2 **Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

23.1.3 **Compliance; Termination Provisions And Other Remedies: Living Wage Policy.** If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

23.2 **Subcontractor Compliance.** Contractor agrees to include, in every subcontract or sublease covering City property entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may

(i) enforce the LWO directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the LWO, as same may be amended from time to time.

Section 24.0 Intentionally Omitted.

Section 25.0 Municipal Lobbying Ordinance. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance, Municipal Code Section 48.01 et seq., as amended.

Section 26.0 Alternative Fuel Vehicle Requirement Program (for LAX Only). Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Contract Exhibit H and made a material term of this Contract.

Section 27.0 Environmentally Favorable Operations. Contractor acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all the Department's policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (collectively "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

Section 28.0 Compliance With Los Angeles City Charter Section 470(c)(12).

28.1 The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other

available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

28.2 Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 29.0 Contractor Responsibility Program.

29.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

29.2 Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 30.0 Miscellaneous Provisions.

30.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

30.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

30.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

30.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30.5 **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

30.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

30.7 **Ordinance and Code Language Governs.** City of Los Angeles ordinance and code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

30.8 **Amendments to Ordinances and Codes.** The obligation to comply with any ordinances and codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those ordinances and codes during the term of this Contract. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that any amendment increases the scope of work or services to be performed or the Contract Work to be provided by Contractor pursuant to this Contract.

30.9 **No Exclusive Right.** No provision of this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of the Federal Aviation Act, 49 U.S.C. 40103(e) and 40107(a)(4)(Public Law No. 103-272).

30.10 **Amendment.** All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

30.11 **Force Majeure.** Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

Section 31.0 Entire Agreement. This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement, but to the extent of any conflict, Contract Exhibit A-5 takes precedence over all other Contract Exhibits.

SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers or delegates and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

Date: 12/10/18

By: *Cynthia M. [Signature]*
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Ryan Yakubik
Deputy Executive Director
Chief Financial Officer

ATTEST:



**MOTOROLA SOLUTIONS, INC., a
Delaware corporation**

By: *[Signature]*
Signature (Asst. Secretary)

David Little
Print Name

By: *[Signature]*
Signature

Scott Lees
Print Name

MSSSI Vice President
Print Title

EXHIBIT A-6: LOS ANGELESWORLD AIRPORTS

**COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM IMPLEMENTATION AND MAINTENANCE
PROJECT** **NOVEMBER 15, 2018**

PRICING SUMMARY, EQUIPMENT LIST, AND MILESTONE PAYMENTS

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

PRICING SUMMARY

1.1 BASE PRICE SUMMARY

ITEM	DISCOUNTED PRICE
Primary CAD-Mobile-RMS Software	\$867,685.00
DR Software	\$51,638.00
Project Management (SI)	\$827,775.00
Implementation (SI)	\$2,729,353.00
Performance Bond	\$41,485.00
BASE Subtotal	\$4,517,936.00
Warranty/Maintenance 3 Year Total (Includes HW Maintenance)	\$2,646,185.00
Base Total: (Not Including Hardware)	\$7,164,121.00
Hardware (Server)	\$595,470.00
Hardware (14 Workstations)	\$55,160.00
Hardware Total	\$650,630.00
Total (BASE, Warranty/Maintenance 3 year & Hardware)	\$7,814,751.00

The above totals do not include the allowances LAWA has provided for the project.

1.2 OPTIONS

	Discounted Price	Warranty	Mx 2	Mx 3
PremierOne Integrated Call Control	\$144,659.00		\$19,958.00	\$20,557.00
Lost and Found IF	\$27,808.00		\$2,607.00	\$2,685.00
Telestaff IF	\$140,555.00		\$7,534.00	\$7,760.00

	Discounted Price	Warranty	Mx 2	Mx 3
DR CAD-to-CAD IF	\$33,554.00			
VESTA 911 (Price Includes Warranty plus 4 Years Maintenance)	\$399,971.00			
Facility Protect	\$1,287,299		\$137,337	\$144,204
CommandCentral Aware – Annual Subscription	\$403,602			

1.3 ANNUAL MAINTENANCE PRICING

Annual Maintenance Cost for LAWA CAD/RMS and Related Interfaces			
<i>(Motorola's standard is invoicing annually)</i>	Warranty (Year 3 of contract) or annual subscription pricing	First Year (Year 4 of Contract) - Total Cost	Second Year (Year 5 of Contract) - Total Cost
Annual Maintenance (CAD, Mobile, Records), Interfaces and off-site Disaster Recovery with Primary and DR Hardware	Warranty	\$253,148.00	\$261,069.00
Warranty Enhancement	\$62,766.00	n/a	n/a
Escrow	\$1,417.00	\$1,460.00	\$1,503.00
Motorola Forms	\$60,000.00	\$60,000.00	\$60,000.00
Onsite Support (2 Persons)	\$551,250.00	\$567,788.00	\$584,821.00
CommandCentral Analytics Subscription	\$32,197.00	\$30,782.00	\$31,706.00
Annual Subtotal:	\$707,630.00	\$913,177.00	\$939,098.00
Hardware	Warranty	\$42,503.00	\$43,777.00
TOTAL ANNUAL MAINTENANCE:		\$955,680.00	\$982,875.00

SECTION 2

EQUIPMENT LIST

2.1 PRIMARY SOFTWARE EQUIPMENT LIST

Description	Quantity
PremierOne Software	
<i>P1 Query Service Server License</i>	1
<i>P1 GIS Editing Client Plug-In License</i>	1
<i>PremierOne CAD & Mobile Reporting Service Server License</i>	1
<i>PremierOne Records Reporting Service Server License</i>	1
<i>PremierOne Mapping Server License</i>	2
PremierOne CAD Software	
<i>P1 CAD Server License (Primary)</i>	1
<i>P1 CAD Dispatch (CAD Client and Mapping)</i>	Site
<i>PremierOne Enterprise Site License for CAD Client Usage</i>	1
<i>P1 AVL Vehicle Tracking Module License</i>	1
PremierOne Mobile Software	
<i>P1 Mobile Server License (Primary)</i>	1
<i>PremierOne Enterprise Site License for Mobile Client Usage</i>	1
<i>P1 MobileW/Mapping & Records - Concurrent User</i>	Site
<i>P1 Handheld Mapping Server License (for Integrated Suite)</i>	1
<i>P1 Handheld iOS Integrated Suite License</i>	Site
PremierOne Records Software	
<i>PremierOne Records Tier 2 Server License (51 to 500 Users)</i>	1
<i>PremierOne Records Client License</i>	Site
<i>Property & Evidence</i>	1
<i>Advanced Configuration Tool</i>	1
Other Hardware and Software	
<i>Lantronix UDS1100 (One Required For Each 911 Interface)</i>	4
Third Party Partners	
<i>CommSys Software Licenses Implementation Services</i>	1
<i>Incident Response Technology (Rhodium) Software Licenses Implementation Services</i>	1
<i>Infor Asset Management Software Licenses Implementation Services</i>	1

2.1.1 Interfaces

Description	Quantity	Price
Motorola-Interfaces		
CLETS/State via JDIC	1	\$86,679
Intrado CPE	1	\$19,625
LAPD LAWA CAD TO CAD	1	\$44,583
LAPD Records Query	1	\$49,281
Rhodium	1	\$25,825
Situator/ ALPR	1	\$131,250
SMTP Notifications	1	\$12,068
MCC7500	1	\$49,243
Push To Talk	1	\$41,239
Magnetic Stripe Client Interface	1	\$49,281
State IBR	1	Included in License Cost
State TAR	1	Included in License Cost
State UCR	1	Included in License Cost
State Query Interface Transaction Bundle/NCIC	1	Included in CLETS Interface Cost
SMTP Server Interface	1	\$12,068
CAD System Messaging Interface	1	Embedded
MDC/MHD Interface	1	Embedded
Interface to Scanners	1	Embedded
BarCode Interfaces	1	Embedded

2.2 BASE HARDWARE EQUIPMENT LIST

Description	Quantity
Server Hardware and Software	
Panduit Cable Strain Relief Bar for PremierOne	8
PremierOne HPE DL360 Gen10 Host Server	6
PremierOne HPE DL360 Gen10 Host Server 5Yr 24x7 Maintenance	6
PremierOne HPE DL360 Gen10 Monitor Server	1
PremierOne HPE DL360 Gen10 Monitor Server 5 Yr 24x7 Maintenance	1
VMWare vSphere 6 Ent+ CPU	13
VMWare vSphere 6 Ent+ CPU 1 Yr 24x7 Maintenance	13
VMWare vCenter 6 Std	2

Description	Quantity
VMWare vCenter 6 Std 1 Year 24x7 Maintenance	2
VMWare Site Recovery Manager 6 (SRM) 5 pack	1
VMWare Site Recovery Manager 6 (SRM) 1 Year 24x7 Maintenance	1
VM, Monitoring and ADC SW SolarWinds Network Performance Monitor SL100 Licence+ 1st Year Maint	1
VM, Monitoring and ADC SW SolarWinds NetFlow Traffic Analyzer SL100 Licence + 1st Year Maint	1
VM, Monitoring and ADC SW F5 BIG-IP LTM VE200 Load Balancer	4
F5 BIG-IP LTM VE200 Load Balancer 1 Year 24x7 Maintenance	4
Network Hardware	
Extreme Networks Summit X620-16t switch	4
Extreme Networks Summit X620-16t switch maintenance	4
Extreme Networks Summit X460-48 switch	2
Extreme Networks Summit X460-48 switch maintenance	2
PremierOne FortiGate FG-501E Firewall Device	4
PremierOne FortiGate FG-501E FortiCare24X7,12 Months of Support Services	4
PremierOne FortiGate AC Power Supply for FG-300/301E AND FG-500/501E	4
Storage Hardware and Software	
PremierOne Cable RJ-45(M) to RJ45(M) STP 2.44M CAT6a Blue	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a Aqua	16
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.44M CAT6a Black	8
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Blue	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Aqua	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Black	4
PremierOne Cable RJ-45(M) to RJ45(M) UTP 2.13M CAT6a Orange	20
PremierOne Cable RJ-45(M) to RJ45(M) UTP 30.5cm CAT6a Blue	4
Premierone Cable RJ-45(M) To RJ45(M) UTP 15.2cm CAT6 Red	2
Premierone 10GBase 50CM Twinaxial Cable	12
Microsoft Windows Server 2016 Std -(16 Core)	4
Microsoft Windows Server 2016 DataCenter (16 Core)	6
Microsoft Windows Server 2016 DataCenter (2 Core) Additional License	24
Microsoft SQL Server Enterprise 2017 4 Core ENT Base License	8
Microsoft SQL Server Standard 2017 4 Core STN Base License	4

Description	Quantity
Microsoft®SysCtrDatacenter 2016 2 Core Base and Additional License	72
Microsoft®SysCtrDatacenter 2016 2 Core Additional License Maintenance	72
KVM / Console	2

2.3 WORKSTATION EQUIPMENT LIST

Description	Quantity
Other Hardware and Software	
CAD Workstation - HP Z4 G4 Workstation, HP Single Unit Packaging, HP Z4 750W 90Percent Efficient Chassis, Win10 Pro 64, Intel Xeon W-2133 6Core CPU, 16GB DDR4-2133 (2x8GB) RegRAM, 2x NVIDIA Quadro K400 2GB 1st and 2nd GFX, 512GB SSDst HP USB Keyboard US, HP USB Optical 3-Button Mouse, 9.5mm Slim SuperMulti DVDRW 1st ODD, Intel Ethernet I210-T1 PCIe NIC, HP 3/3/3 Warranty US, HP Z4 Fan and Front Card Guide Kit, HP Z4 Country Kit US, HP Processor Air Cooling Kit	14
HP EliteDisplay E231 23-In Monitor	42

2.4 VESTA OPTION DETAILS

Direct Pricing with VESTA 9-1-1 Integrated Call Control Solution		
VESTA 911		
Hardware/Software		\$135,221
Implementation, Project Management and Training		\$181,080
Maintenance		\$130,812
	Managed Services Incentive	\$(25,329)
	Sales Incentive	\$(56,343)
VESTA Analytics		
Hardware/Software		\$19,850
Implementation, Project Management and Training		\$4,931
Maintenance		\$13,518
	Managed Services Incentive	\$(3,769)
	Grand Total**	\$399,971
**This price includes 1 year warranty and 4 years of maintenance		
Optional		
Time Sync		\$8,283
Extended Warranty		\$16,160
Spare Equipment		\$10,342
PEAbody Private ALI Database - Optional		
Hardware/Software		\$45,945
Implementation, Project Management and Training		\$4,079
Maintenance		\$14,433
	Managed Services Incentive	\$(3,846)
	Total	\$60,611
Optional:		
Extended Warranty		\$5,891

SECTION 3

PAYMENT SCHEDULE

Milestone Payments are based on successful completion of the following milestones:

Payment Milestone	Activity	Work Description	Deliverables	Estimated Completion Timeframe (Months after NTP)	%	Amount
1	<ol style="list-style-type: none"> 1. Project Kickoff Completion. 2. Infrastructure Planning 3. Site Inspections Completed. 4. Network Assessment Completed. 5. Project Schedule Finalized NLT 30 days post kickoff. 	<ol style="list-style-type: none"> 1. Complete Customer Kickoff and provide Project Kickoff Meeting Minutes 2. Complete Infrastructure Planning Meeting, provide updated build of materials, hardware specifications, and data center infrastructure requirements. 3. Complete Nash and Las Vegas site visits, provide Site Survey Results. 4. Provide Network Assessment Report 5. Provide MS Project Schedule 	<ol style="list-style-type: none"> 1. Project Schedule 2. Kick off meeting Agenda and Minutes 3. Updated Bill of Materials 4. Hardware Specifications 5. Infrastructure Requirements 6. Site Survey Results 7. Network Assessment Report 	2	20	\$903,587***
	<ol style="list-style-type: none"> 1. Detailed Design Review (Includes Functional Requirements Validation) Completion and Signoff. 2. Interface Specification Documents Completion and Signoff. 	<ol style="list-style-type: none"> 1. Complete Functional Requirements Review, provide updated specifications matrix. 2. Complete review and approval of Interface Specifications Documents (ISD). 	<ol style="list-style-type: none"> 1. Updated Specifications Matrix 2. Signed Certificate of Completion for CAD Detailed Design Review. 3. Approved Interface Specifications Documents (ISDs). 4. Signed Certificate of completion for ISDs. 	3		

Computer Aided Dispatch and Records Management System Implementation and Maintenance Project



	1. CAD/Mobile Provisioning/Configuration Design Completion and Signoff	1. Complete CAD Detailed Design Review, provide CAD DDR document. 2. Complete Provisioning Training 3. Complete CAD Provisioning Configuration Workbooks	1. Approved CAD Detailed Design Review (DDR) Document 2. Approved CAD Provisioning Configuration Workbooks 3. Signed Certificate documenting completion of CAD and CAD Mobile provisioning, configuration and design	4		
	1. Installation of Hardware in Customer Racks (Nash Data Center). 2. Initial Hardware Test Completion and Signoff	1. Installation of CAD Hardware in Nash Data Center Racks. 2. Completion of power on test and initial network connectivity.	1. CAD hardware installed in Nash Data Center Racks. 2. Certificate documenting completion of hardware installation, power on test and initial network connectivity.	6		
2	1. CAD/Mobile/Adm in Training Curriculum Developed and Signoff	1. Training Plan finalized and approved	1. Approved CAD, CAD Mobile and System Administration Training Curriculum 2. Signed certificate documenting training plan is finalized and approved	6	5	\$225,897 ***
	1. Base CAD/Base CAD Interfaces Installed/Configured 2. CAD/Mobile Functional Acceptance Testing Completion and Signoff. 3. CAD System Available for CAD Training to commence.	1. CAD Provisioning Installed on server hardware, initial configuration completed. 2. CAD FATP Completed. 3. Base CAD Interfaces tested.	4. Base CAD provisioned, Base CAD Interfaces installed, and CAD/Mobile configured on CAD server hardware. 5. Signed Certificate documenting completion of CAD Functional Acceptance Testing.	11		



3	<ol style="list-style-type: none"> 1. DR Hardware Installation at Las Vegas Data Center 2. Failover Testing Completed 	<ol style="list-style-type: none"> 1. Disaster Recovery Hardware and software installed at Las Vegas Data Center. 2. Disaster Recovery interfaces installed and tested. 3. Failover testing completed. 	<ol style="list-style-type: none"> 1. Installed Disaster Recovery Hardware and Software in Las Vegas Data Center. 2. Installed Disaster Recovery Interfaces. 3. Signed Certificate of completion documenting completion of failover testing. 	12	15	\$677,690 ***
4	<ol style="list-style-type: none"> 1. RMS Provisioning/Configuration Design Completion and Signoff 	<ol style="list-style-type: none"> 1. Complete RMS Detailed Design Review, provide DDR document. 2. Complete RMS Provisioning Training 3. Complete RMS Provisioning Configuration Workbooks 	<ol style="list-style-type: none"> 1. Approved RMS Detailed Design Review (DDR)document 2. RMS Provisioning Training Certificates 3. Completed RMS Provisioning Configuration Workbooks 4. Signed Certificate documenting completion of RMS Provisioning, RMS Configuration and RMS Design. 	6	15	\$677,690 ***
	<ol style="list-style-type: none"> 1. Remainder of Interfaces Installed/Tested/Configured and Signoff 2. CAD/Mobile System and Integration Testing 	<ol style="list-style-type: none"> 1. Non-base CAD interfaces installed and tested. 2. PremierOne CAD System and Integration Testing 	<ol style="list-style-type: none"> 1. Installed, tested and configured non-base CAD interfaces 2. Signed Certificate of completion documenting PremierOne CAD System and Integration testing 	14		
	<ol style="list-style-type: none"> 1. CAD/Mobile/Adm in Training Completion and Signoff 	<ol style="list-style-type: none"> 1. System Administration, SSRS and IDD Training Completed. 2. CAD Train-the-trainer and CAD end-user training completed. 3. Mobile Training Completed 	<ol style="list-style-type: none"> 1. Signed Certificate documenting the completion of System Administration training, SSRS training, IDD training, CAD Train-the-Trainer training, CAD end-user training and CAD Mobile training. 	15		
	<ol style="list-style-type: none"> 1. CAD/Mobile Livecut Completion and Signoff. 2. Subsystem Acceptance. 3. O&M for CAD Begins. 	<ol style="list-style-type: none"> 1. All remaining interfaces installed and tested. 2. PremierOne CAD System and Integration Testing Completed. 3. CAD/Mobile Cutover (Go-live) to production. 	<ol style="list-style-type: none"> 1. Installed, tested and configured non-base CAD interfaces. 2. Signed Certificate of completion documenting PremierOne CAD System and Integration testing. 3. Signed Certificate of Completion documenting CAD and CAD Mobile Go-Live cutover to production. 	15		

5	1. RMS Installed. RMS Functional Acceptance Testing Completion and Signoff. 2. RMS ready for application training to begin.	1. RMS Provisioning Installed on server hardware, initial configuration completed. 2. RMS FATP Completed.	1. RMS provisioned, installed, and initial configuration on server hardware. 2. Signed Certificate documenting completion of RMS Functional Acceptance Testing.	18	10	\$451,794 ***
	1. RMS System and Integration Testing Completion and Signoff	1. Non-base RMS interfaces installed and tested. 2. PremierOne RMS System and Integration Testing	1. Installed and tested non-base RMS interfaces 2. Signed certificate documenting completion of RMS System and Integration Testing	19		
	3. RMS Train-the-Trainer Training Completion and Signoff	1. RMS SSRS and IDD Training Completed. 2. RMS Train-the-trainer Completed	1. Signed Certificate documenting the completion of RMS training, SSRS training, IDD training, RMS Train-the-Trainer training and RMS Mobile training.	20		
6	1. RMS Livecut Completion and Signoff	1. RMS Cutover (Go-live) to production.	1. Signed Certificate of Completion documenting RMS and RMS Mobile Go- Live cutover to production.	21	15	\$677,690 ***
7	1. Overall 60 Day Operational Burn in Period Completion and Signoff. Final System Acceptance. Remainder of O&M Commences.	1. 60 day RMS (30)/Complete System Integration (30) burn in period ends.	1. Signed Certificate documenting Completion of 60 (30/30) Day Operational Burn in Period.	24	20	\$903,588 ***
TOTAL IMPLEMENTATION					100	\$4,517,936 ***

*** 10% retention on each milestone payments. Retention to be released upon LAWA signing off certificate of final system and project acceptance

Allowances for hardware, 3rd party interfaces, and infrastructure	\$1,412,440
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Note:

In the event work listed under allowances is required, the Contractor will provide and LAWA will review and approve a written quotation indicating what additional tasks are needed, description of work to be performed and the number of hours / rates for Professional Services needed to provide those Tasks. If found acceptable, LAWA will issue an Allowance Authorization Letter that will include the authorized amount and conditions of acceptance and invoicing.

Optional Enhancements (ICC and CAD-to-CAD interface at DR)	\$178,213
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Note:

At LAWA's sole discretion, LAWA may issue written requests for Optional Enhancements followed by a Task order. LAWA will deliver to the Contractor, a task order and written authorization to provide optional enhancements and Task Order with notice-to-proceed with the work. Without a Task Order, no work will commence without LAWA's prior written approval.

Annual Maintenance and On-site Support

Item	Description	Year 3	Year 4	Year 5	Total
1	Annual System Maintenance	\$156,380	\$387,892	\$398,054	\$942,326
2	On-Site Support with two personnel	\$551,250	\$567,788	\$584,821	\$1,703,859
3	Annual Support Services	\$707,630	\$955,680	\$982,875	\$2,646,185

Note: Annual Support Services will begin after completion and sign off of the Final System Acceptance and issuance of LAWA's Certificate of Acceptance.