



City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 1

DATE: 03/12/2015  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

VENDOR:

VIGILANT SOLUTIONS INC

2021 LAS POSITAS COURT, STE 101  
LIVERMORE, CA 94551

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:  
CITY OF LONG BEACH  
POLICE DEPARTMENT-FISCAL DIVISION  
VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV  
OR MAIL TO:  
400 W. BROADWAY  
LONG BEACH, CA 90802  
STAFF (562) 570-7260

SHIP TO:  
DEPUTY CHIEF  
POLICE DEPARTMENT  
400 W. BROADWAY  
LONG BEACH, CA 90802  
(562) 570-7236

VEN CONTACT: KRIS ROBINSON

VENDOR TEL: (949) 525-3326

DISCOUNT TERMS:  
NET 30

FREIGHT CARRIER:  
|

F.O.B.:  
DEST

DELIVERY REQUIRED  
03/15/2015

DEPT. CODE  
[REDACTED]

REQ NO.  
[REDACTED]

ISSUED UNDER CONTRACT NO:  
BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
001	208-37	1.00	LT	24,999.0000	24,999.00

DATE: 2/24/2015 QUOTE NUMBER KRO-0035-01

QTY 1 MODEL#VS-LDS-3 VIGILANT PRIVATE DATA ACCESS VIA LEARN TIER 3

. LOCAL/STATE LEA TIER 3 PRIVATE LPR DATA ACCESS - UP TO 700 SWORN

. ACCESS TO ALL VIGILANT COMMERCIALY AQUIRED NATIONAL VEHICLE  
LOCATION DATA

. UNLIMITED ACCESS FOR AGENCY WIDE UNLIMITED USERS OF ALL PRIVATE LPR  
DATA AND LEARN COMPONENTS

. INCLUDES FULL USE OF HOSTED/MANAGED LPR SERVER ACCOUNT VIA LEARN

. INCLUDES VIGILANT'S COMPLETE SUITE OF LEARN DATA ANALYTICS

. AS PER THE VIGILANT SOLUTIONS PRIVATE DATA SUBSCRIPTION AGREEMENT

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.

SF-222

**CITY OF LONG BEACH**  
**PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees. City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements: City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof. or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
  - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
  - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

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PAGE: 2

DATE: 03/12/2015  
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PO NUMBER: [REDACTED]

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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TAX TOTAL					0.00
GRAND TOTAL					24,999.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



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VENDOR:

VIGILANT SOLUTIONS INC

2021 LAS POSITAS COURT, STE 101  
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OR MAIL TO:  
400 W. BROADWAY  
LONG BEACH, CA 90802  
STAFF (562) 570-7260

SHIP TO:  
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POLICE DEPARTMENT  
400 W. BROADWAY  
LONG BEACH, CA 90802  
(562) 570-7236

VEN CONTACT: KRIS ROBINSON

VENDOR TEL: (949) 525-3326

DISCOUNT TERMS:  
NET 30

FREIGHT CARRIER:

F.O.B.:  
DEST

DELIVERY REQUIRED  
04/20/2015

DEPT. CODE  
[REDACTED]

REQ NO.  
[REDACTED]

ISSUED UNDER CONTRACT NO:  
BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
001	920-47	1.00	LT	24,999.0000	24,999.00

QUOTE NUMBER: KRO-0036-01 DATED: 02/24/2015

QTY 1 - VS-CIP-1 VIGILANT COMPETITIVE LPR SERVER - INTEGRATION SERVICE

QTY 56 - VS-CIP-M-03 VIGILANT COMPETITIVE LPR SERVER - DATA MIGRATION SERVICE

TOTAL \$24,999.00

PD CONTACT: CHRIS MORGAN TEL: 562-570-5817

COMMODITY LINE TOTAL

24,999.00

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  14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
  15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
  16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
  17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
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25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
  26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
  27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
    - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
    - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
    - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
  28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 2

DATE: 03/23/2015  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

TAX TOTAL					0.00
GRAND TOTAL					24,999.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO [WWW.LBPURCHASING.ORG](http://WWW.LBPURCHASING.ORG) FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
  2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
  3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
  4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
  5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
  6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
  7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
  8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 1

DATE: 03/14/2016  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

VENDOR:

VIGILANT SOLUTIONS INC

2021 LAS POSITAS COURT, STE 101  
LIVERMORE, CA 94551

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:  
CITY OF LONG BEACH  
POLICE DEPARTMENT-FISCAL DIVISION  
VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV  
OR MAIL TO:  
400 W. BROADWAY  
LONG BEACH, CA 90802  
STAFF (562) 570-7260

SHIP TO:  
SECURITY SERVICES  
POLICE DEPARTMENT  
2990 REDONDO AVE  
LONG BEACH, CA 90806-2416  
(562) 570-9550

VEN CONTACT: KRIS ROBINSON

VENDOR TEL: (949) 525-3326

DISCOUNT TERMS:  
NET 30

FREIGHT CARRIER:

F.O.B.:  
DEST

DELIVERY REQUIRED  
03/11/2016

DEPT. CODE  
[REDACTED]

REQ NO.  
[REDACTED]

ISSUED UNDER CONTRACT NO:  
BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
001	208-37	1.00	LT	24,999.0000	24,999.00

DATE: 2/17/2016 QUOTE NUMBER KRO-0131-01

- QTY 1 ITEM# VS-LDS-4 VIGILANT COMMERCIAL DATA ACCESS LEARN TIER 4
- . LOCAL/STATE LEA AND FUSION CNTR TIER LPR ACCESS - UP TO 2000 SWORN
  - . ACCESS TO ALL VIGILANT COMMERCIALLY AQUIRED NATIONAL VEHICLE LOCATION DATA
  - . UNLIMITED ACCESS FOR AGENCY WIDE UNLIMITED USERS OF ALL COMMERCIAL LPR DATA AND LEARN COMPONENTS
  - . INCLUDES FULL USE OF HOSTED/MANAGED LPR SERVER ACCOUNT VIA LEARN
  - . INCLUDES VIGILANT'S COMPLETE SUITE OF LEARN DATA ANALYTICS
  - . AS PER THE VIGILANT SOLUTIONS SOFTWARE SERVICE AGREEMENT

**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 2

DATE: 03/14/2016  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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COMMODITY NAME/SPECIFICATIONS

TAX TOTAL					0.00
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GRAND TOTAL					24,999.00
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- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO [WWW.LBPURCHASING.ORG](http://WWW.LBPURCHASING.ORG) FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
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- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
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5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
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12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof, or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
  - a. COMPREHENSIVE GENERAL LIABILITY: naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate
  - b. AUTOMOBILE LIABILITY: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles
  - c. WORKERS' COMPENSATION: As required by the California Labor Code, Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 1

DATE: 03/16/2017  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

VENDOR:

VIGILANT SOLUTIONS INC

2021 LAS POSITAS COURT, STE 101  
LIVERMORE, CA 94551

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:  
CITY OF LONG BEACH  
POLICE DEPARTMENT-FINANCIAL BUREAU  
VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV  
OR MAIL TO:  
400 W. BROADWAY 2ND FLOOR  
LONG BEACH, CA 90802  
STAFF (562)570-7260

SHIP TO:  
SECURITY SERVICES  
POLICE DEPARTMENT  
2990 REDONDO AVE  
LONG BEACH, CA 90806-2416  
(562)570-9550

VEN CONTACT: KRIS ROBINSON

VENDOR TEL: (949)525-3326

DISCOUNT TERMS: NET 30  
FREIGHT CARRIER:  
F.O.B.: DEST

DELIVERY REQUIRED 03/31/2017  
DEPT. CODE  
REQ NO.

ISSUED UNDER CONTRACT NO:  
BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	208-37	1.00	LT	24,999.0000	24,999.00

QUOTE NUMBER LMP-0125-01 / CONTRACT PERIOD 3/2017 TO 3/2018  
QTY 1 ITEM# VS-LDS-4 :VIGILANT COMMERCIAL DATA ACCESS LEARN TIER 4  
. LOCAL/STATE LEA AND FUSION CNTR TIER LPR ACCESS - UP TO 2000 SWORN  
. ACCESS TO ALL VIGILANT COMMERCIALLY AQUIRED NATIONAL VEHICLE LOCATION DATA  
. UNLIMITED ACCESS FOR AGENCY WIDE UNLIMITED USERS OF ALL COMMERCIAL LPR DATA AND LEARN COMPONENTS  
. INCLUDES FULL USE OF HOSTED/MANAGED LPR SERVER ACCOUNT VIA LEARN  
. INCLUDES VIGILANT'S COMPLETE SUITE OF LEARN DATA ANALYTICS  
. AS PER THE VIGILANT SOLUTIONS SOFTWARE SERVICE AGREEMENT



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 2

DATE: 03/16/2017  
REPRINT OF PREVIOUSLY ISSUED P.O.

PO NUMBER: [REDACTED]

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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COMMODITY NAME/SPECIFICATIONS

TAX TOTAL 0.00

GRAND TOTAL 24,999.00

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\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---

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PURCHASE ORDER – GENERAL CONDITIONS**

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  6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
  7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
  8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
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  14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
  15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
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  17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
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  19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
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  21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
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25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
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  27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
    - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate
    - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
    - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
  28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
  29. Supplier shall comply with prevailing wage requirements in Chapter 2 87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)



City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 1

DATE: 12/14/2017  
PURCHASE ORDER HAS BEEN CLOSED

PO NUMBER: [REDACTED]  
CHANGE NO: 001

VENDOR:

VIGILANT SOLUTIONS INC  
2021 LAS POSITAS COURT, STE 101  
LIVERMORE, CA 94551

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*  
Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:	SHIP TO:
CITY OF LONG BEACH	SECURITY SERVICES
POLICE DEPARTMENT-FINANCIAL BUREAU	POLICE DEPARTMENT
VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV	
OR MAIL TO:	
400 W. BROADWAY 2ND FLOOR	2990 REDONDO AVE
LONG BEACH, CA 90802	LONG BEACH, CA 90806-2416
STAFF (562) 570-7260	(562) 570-9550

VEN CONTACT: KRIS ROBINSON | VENDOR TEL: (949) 525-3326

DISCOUNT TERMS:	FREIGHT CARRIER:	F.O.B.:
NET 30		DEST

DELIVERY REQUIRED	DEPT. CODE	REQ NO.
11/30/2017	[REDACTED]	[REDACTED]

ISSUED UNDER CONTRACT NO:  
BPO ID :

\*\*\* IMPORTANT NOTICE: THIS IS A REVISED PURCHASE ORDER. PLEASE CHANGE OUR \*\*\*  
\*\*\* ORIGINAL PURCHASE ORDER NUMBER DPPD18000256 TO READ AS FOLLOWS. DO NOT \*\*\*  
\*\*\* DUPLICATE THE ORIGINAL ORDER. \*\*\*

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	208-37	1.00	LT	7,938.0000	7,938.00

DATE: 11/2/2017 QUOTE NUMBER KRO-0422-01  
QTY 2 ITEM #BCAE1F1 FOUR CAMERA REAPER INTERFACE BOX W/ROUTER  
. COMPLETE COM. AND POWER MANGMT SOLUTION 4 REAPER FIXED CAMERAS  
. INCLUDES POWER MANGMT & VOLTAGE PROTECTION FOR ALL COMPONENTS  
. ROUTER CELLULAR COM. BETWEEN CAMERAS & AGENCY'S LEARN ACCT  
. VERIZON MODEM  
. PRIVATE WIFI ACCESS POINT FOR ADMINISTRATIVE ACCESS TO CAMERAS  
. INTEGRATED GPS W/INTEGRATED NTP SERVER FOR ACCURATE TIME STAMPS

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 2

DATE: 12/14/2017  
PURCHASE ORDER HAS BEEN CLOSED

PO NUMBER: [REDACTED]  
CHANGE NO: 001

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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COMMODITY NAME/SPECIFICATIONS

. NEMA 3R ENCLOSURE W/FAN . OP TEMP SPEC -20C TO 50C AMBIENT  
\*\*\* TAX SALE INCLUDED\*\*\*

COMMODITY LINE TOTAL	7,938.00
TAX TOTAL	0.00
GRAND TOTAL	7,938.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO [WWW.LBPURCHASING.ORG](http://WWW.LBPURCHASING.ORG) FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

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  6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
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  26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
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    - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder. \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
    - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
    - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
  28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
  29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)





City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 1

DATE: 03/08/2018  
\*\* DUPLICATE REVISED \*\*

PO NUMBER: [REDACTED]  
CHANGE NO: 001

VENDOR:

VIGILANT SOLUTIONS INC

2021 LAS POSITAS COURT, STE 101  
LIVERMORE, CA 94551

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*  
Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:  
CITY OF LONG BEACH  
POLICE DEPARTMENT-FINANCIAL BUREAU  
VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV  
OR MAIL TO:  
400 W. BROADWAY 2ND FLOOR  
LONG BEACH, CA 90802  
STAFF (562) 570-7260

SHIP TO:  
FISCAL DIVISION  
POLICE DEPARTMENT  
400 W. BROADWAY  
LONG BEACH, CA 90802  
(562) 570-7236

VEN CONTACT: KRIS ROBINSON

VENDOR TEL: (949) 525-3326

DISCOUNT TERMS:  
NET 30

FREIGHT CARRIER:

F.O.B.:  
DEST

DELIVERY REQUIRED  
04/07/2018

DEPT. CODE  
PDFBFD

REQ NO.  
DPPD18000963

ISSUED UNDER CONTRACT NO:  
BPO ID : BPPD18000012

\*\*\* IMPORTANT NOTICE: THIS IS A REVISED PURCHASE ORDER. PLEASE CHANGE OUR \*\*\*  
\*\*\* ORIGINAL PURCHASE ORDER NUMBER DPPD18000963 TO READ AS FOLLOWS. DO NOT \*\*\*  
\*\*\* DUPLICATE THE ORIGINAL ORDER. \*\*\*

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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001	208-37	1.00	EA	330,000.0000	330,000.00
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ALPR MOBILE 3 CAMERA SYSTEMS (22) W/IDP. VIGILANT QUOTE:KRO-0192-06

QTY ITEM# DESCRIPTION

22 CDM3133RE MOBILE LPR 3CAMERA SSSYTEM W/INTEGRATED PROCESSOR  
EXPANDABLE TO 4CAMS. HARDWARE: (1) 16MM LENS PKG.  
(2) 35MM LENS PKG. CAMERAS SW/INTEGRATED DSPS.  
WIRING HARNESS W/IGNITION CONTEOL. FIELD INSTALLED  
GPS RECEIVER FOR MDC.SOFTWARE: CARDETECTOR MOBILE  
LPR SOFTWARE APPLICATION FOR MDC. LPR VEHICLE LIC.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.

**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

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2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements; City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
  - a. COMPREHENSIVE GENERAL LIABILITY: naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
  - b. AUTOMOBILE LIABILITY: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - c. WORKERS' COMPENSATION: As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 2

DATE: 03/08/2018  
\*\* DUPLICATE REVISED \*\*

PO NUMBER: [REDACTED]  
CHANGE NO: 001

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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PLATE SCANNING REALTIME.FULL SUITE LPR TOOLS INCL.  
VIDEO TOOL SET.

QTY	ITEM#	DESCRIPTION
22	VSLBB02E	LPR CAMERA MOUNTING BRACKETS-LIGHT BAR MOUNTING COMPLETE SET.ROOFTOP UNDER LIGHT BAR. COMPATIBLE W/MOST WHELEN, CODE3, TOMAR, FEDERAL SIGNAL, ARGENT S2 LIGHT BARS. MOUNTS UP TO 4 CAMS.
3	VSIDP04	INVESTIGATIVE DATA PLATFORM- ANNUAL SUBSCRIPTION
1	VSLEARNH	VIGILANT HOSTED/MANAGED CENTRALIZED LPR SERVER LEARN ACCOUNT. INCLUDES VIGILANT'S SUITE OF LPR ANALYTICS WEB ACCESS. PLUG-N-PLAY UNLIMITED NUMBER OF CAR DETECTOR LPR SYSTEMS.

QTY	ITEM#	DESCRIPTION
3	VSBSVC04	VIGILANT LPR BASIC SERVICE PACKAGE FOR HOSTED/MANAGED LPR DEPLOYMENTS. INCLUDES ACCESS TO ALL LEARN AND CARDETECTOR SOFTWARE UPDATES. FOR OVER 60 TOTAL CAMERA UNITS.
3	VSPK1SVC04	VIGILANT LPR STANDARD SERVICE PACKAGE FOR HOSTED/MANAGED LPR DEPLOYMENTS. EXTENDED ACCESS TO PRIVA DATA VIA CARDETECTOR MOBILE HIT HUNTER. UNLIMITED ACCESS TO MOBILE COMPANION LPR APP FOR SMARTPHONE FOR OVER 60 TOTAL CAMERA UNITS.

002	208-37	1.00	EA	99,000.0000	99,000.00
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QTY	ITEM#	DESCRIPTION
22	SSUSYSOM	VIGILANT SYSTEM STARTUP & COMMISSIONING OF "IN FIELD" LPR SYSTEM. VIGILANT TECH TO VISIT CUST SIT STARTUP, CONFIGURATION, COMMISSIONING OF LPR SYSTE
1	VSTRNG	END USER TRAINING FOR LPR SYSTEMS
1	VSTRVL01	TRAVEL CLIENT SITE.ALL TRAVEL COSTS FOR ONSITE SUP
22	VSSHP01	SHIPPING/HANDLING
22	INSTALLMOB	INSTALLATION OF 22 3CAM LPR MOBILE SYSTEMS
22	CDMS32HWW	3CAMERA MOBILE LPR SYST-EXTENDED HRDWR WRNTY-YR2&3
1	TAX	TAX ON HARDWARE AT 10.25%

COMMODITY LINE TOTAL	429,000.00
TAX TOTAL	0.00
GRAND TOTAL	429,000.00

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO [WWW.LBPURCHASING.ORG](http://WWW.LBPURCHASING.ORG) FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.



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PURCHASE ORDER – GENERAL CONDITIONS**

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  21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
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  24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
- THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof, or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
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  27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
    - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder: \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate
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City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./7th Floor  
Long Beach, CA 90802

# PURCHASE ORDER

PAGE: 3

DATE: 03/08/2018  
\*\* DUPLICATE REVISED \*\*

PO NUMBER: [REDACTED]  
CHANGE NO: 001

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.

- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



**CITY OF LONG BEACH  
PURCHASE ORDER – GENERAL CONDITIONS**

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3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City, but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements; City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof, or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
  - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder. \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
  - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)