

**LOS ANGELES POLICE DEPARTMENT  
SUPPLY ORDER FORM**

PAGE 1 OF 1

DATE <b>7/11/2017</b>		<input type="checkbox"/> Operating Supplies <input type="checkbox"/> Divisional (Budget) Allocation <input type="checkbox"/> Departmental Allocation <input type="checkbox"/> Services		DIVISION ORDER NUMBER <b>FSD # 18-022</b>	
DIVISION & UNIT MAKING REQUEST <b>FSD - FAU</b>		MAIL STOP <b>400-1800</b>	CONTACT PERSON <b>Allison Manfredo</b>		TELEPHONE NO. <b>[REDACTED]</b>
			FAX NO. <b>323-276-1943</b>		E-MAIL NO (SERIAL#) <b>N3179</b>

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	ITEM NUMBER	ACCT	CACF	UNIT PRICE	TOTAL PRICE
1	1	unit	IBIS BRASSTRAX Acquisition Station				\$ 130,000.00	\$ 130,000.00
2	4	unit	IBIS MATCHPOINT Analysis Station				\$ 60,000.00	\$ 240,000.00
3	1	lot	Travel & living expenses for FTI installer and instructor (NON-TAX)				\$ 9,599.00	\$ 9,599.00
4								
5			DR-NS362 NCGIC grant					
6			BBM P3202					
7			70NNCI 9/22/17					
8			9/12/17					
9			2016 National Crime Gun					
10			Shipping & Handling (Non-taxable)					
			Handling (Taxable)					

JUSTIFICATION (FOR ADDITIONAL SPACE, ATTACH A CONTINUATION SHEET) The purchase of this IBIS equipment is necessary to expand NIBIN to support the 77th area Crime Gun Intelligence Center (CGIC) efforts. The purchase will be funded by the National Gun Crime Intelligence Center Initiative (NGCI) grant. Sole source justification and letter attached.		SUB-TOTAL FOR ALL PAGES <b>\$389,858.00</b>
Supervisor and Lab Director Approval: <i>[Signature]</i> 7-11-17		TAX (8.75%) 9.25% <b>\$27,875.75</b>
VENDOR (ONLY ONE VENDOR PER SUPPLY ORDER NUMBER) Forensic Technology Inc., 1.888.984.4247		TOTAL <b>\$417,733.75</b>

APPROVED BY (COMMANDING OFFICER OR DESIGNEE) Jeffrey A. Thompson <i>[Signature]</i> 7-12-17		SERIAL NUMBER <b>N2769</b>
TITLE OR RANK OF PERSON APPROVING ACTING COMMANDING OFFICER		DATE <b>7/12/17</b>

DELIVER TO: (SPECIFY LOCATION, ADDRESS, TIME, DATE, AND SPECIAL INSTRUCTIONS) <b>LAPD - FORENSIC SCIENCE DIVISION</b>		ATTN: Allison Manfredo Hertzberg-Davis Forensic Science Center 1800 Paseo Rancho Castilla Los Angeles, CA 90032
DELIVERY ADDRESS MAIL STOP <b>400-1800</b>		<b>\$ 424,083.00</b>

DO NOT WRITE BELOW THIS LINE			
RECEIVED BY (SIGNATURE)	RECEIVED BY (PRINT)	SERIAL NUMBER	DATE
P-REQ #		PURCHASE ORDER #	

## Ultra Electronics Forensic Technology Inc. Equipment Provider Justification

As sole software and hardware proprietor, Ultra Electronics Forensic Technology Inc. (Forensic Technology) sponsors the only Integrated Ballistics Identification System (IBIS) equipment that is used to support the National Integrated Ballistics Information Network (NIBIN). No other technologies are compatible with the NIBIN network.

### **BACKGROUND**

The National Integrated Ballistics Information Network (NIBIN), is a national digital image database of spent bullets and cartridge casings that were collected at crime scenes or test-fired from confiscated weapons, which is operated and maintained by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). A variety of digital images are acquired that capture various toolmarks left behind from the involved firearm. The Los Angeles Police Department (Department) recognized the need to obtain accurate and timely intelligence on gun crimes and began a program to fast-track evidence into NIBIN in 2003.

The program involved any crime where ballistic evidence from a shooting was recovered, then handled by the Forensic Science Division (FSD), Firearm Analysis Unit (FAU), every week on Wednesday (Walk-in-Wednesday), and later expanded to every day of the week. The Department has had thousands of investigative leads ("hits") matching evidence from crime scene to crime scene and from confiscated firearms, which are test-fired daily and documented into NIBIN.

In a more recent effort and collaboration with our federal partners, the Department obtained a federal grant to establish the 77<sup>th</sup> Area, Crime Gun Intelligence Center (CGIC). The funding will support the purchase of additional NIBIN equipment, overtime funding and some personnel costs. Detectives from the 77<sup>th</sup> Area have unlimited number of walk-in submissions, without constraints on the types of crimes being investigated. Although 77<sup>th</sup> Area NIBIN cases are prioritized by FAU, all walk-in submissions are required to be completed within 48 business hours.

### **JUSTIFICATION**

The BRASSTRAX Acquisition Station (BRASSTRAX), which is the IBIS system used to capture and correlate images of fired cartridge cases, is the primary component of the FAU's NIBIN workload. Currently, FAU operates two ATF-owned BRASSTRAX and, in 2016 alone, added nearly 900 evidence items and 3300 exemplars from confiscated firearms into NIBIN, resulting in over 500 investigative leads. Typical image acquisitions require 15-60 minutes to complete, depending on the amount and variation of the evidence submitted. An additional BRASSTRAX is required to fully support the prioritization demands of the 77<sup>th</sup> CGIC while still managing the regular NIBIN workload for the rest of the Department.

The MATCHPOINT Analysis Station (MATCHPOINT), which is the IBIS system used to review and compare potential match results returned by the database server, is the supporting component of the FAU NIBIN program. Currently, FAU uses [REDACTED] ATF-owned MATCHPOINT to thoroughly evaluate the multitude of potential matches (typically several hundred to a few pthousand) returned by the database server *for every item uploaded*. The MATCHPOINT

provides advanced digital image manipulation tools which allow the user to screen the returned images, rapidly eliminate non-matches, and determine if a high-confidence match exists. Typical image review requires 30-90 minutes to complete, depending on the quality and type of toolmarks observed. Four additional MATCHPOINT are required to fully support the prioritization demands of the 77<sup>th</sup> CGIC while still managing the regular NIBIN workload for the rest of the Department.

The work done using BRASSTRAX and MATCHPOINT together significantly reduces the effort required to develop useable investigative leads and increases the likelihood of discovering investigative leads between seemingly un-related incidents. Because of the proven success that FAU and the Department have had with NIBIN since 2001, continued and focused increase of NIBIN for the 77<sup>th</sup> CGIC is expected to reduce firearm-related crime, as well as other violent crime incidents from the same offenders, in and around the 77<sup>th</sup> divisional area.

[REDACTED] The additional IBIS equipment and overtime funding are critical to handling the 77<sup>th</sup> CGIC workload increase at current staffing levels. During this expansion of our current NIBIN operations, it is imperative that we maintain continuity and consistency by purchasing the same equipment from Forensic Technology, the sole source company, as we currently utilize.



**FORENSIC  
TECHNOLOGY**

June 29, 2017

Mrs. Allison Manfreda  
Supervising Criminalist  
Firearm Analyst Unit – Crossfire Detail (NIBIN)  
**Los Angeles Police Department**  
1800 Paseo Rancho Castilla  
Los Angeles, CA 90032

**Ultra Electronics**

FORENSIC TECHNOLOGY  
5757, boul. Cavendish Blvd  
Bureau/Suite 200  
Côte St-Luc, Québec  
H4W 2W8  
Canada  
Tel +1 514 489 4247  
Fax +1 514 485 9336  
Sans Frais/TollFree +1 888 984 4247  
[www.ultra-forensistechnology.com](http://www.ultra-forensistechnology.com)

**Subject: Sole Source Letter**

Dear Mrs. Manfreda:

The IBISTRAX-HD3D products use the IBISTRAX-HD3D technology, encompassing a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary, commercially-sensitive information that is only usable by those employees of **Ultra Electronics Forensic Technology Inc.** (hereinafter referred to as **Forensic Technology**), who have been duly authorized and trained to do so.

Consequently, Forensic Technology is the only company that can provide their proprietary products, IBIS, IBISTRAX-HD3D (BRASSTRAX-3D Acquisition Station and BULLETRAX-3D Acquisition Station), MATCHPOINT, MATCHPOINT+ and Data Concentrator hardware and software, as well as maintenance, upgrades and service, including data migration, moving and training services pertaining thereto. Furthermore, IBISTRAX-3D and IBISTRAX-HD3D, currently in use in the United States under the ATF NIBIN program, is the only technology that will work on the NIBIN Network, as other technologies are not compatible with the NIBIN Network.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stacy Stern".

Stacy Stern, M.F.S.  
Regional Sales Director – North America, Caribbean & Australia



**Cargolution Inc.**  
 800 Stuart Graham, Ste. 360  
 Dorval, QUEBEC H4Y 1J6  
 Canada

BUSINESS: 1-514-636-2576  
 FAX: 1-514-636-8799

www.cargolution.com

## INVOICE

**Customer:** ULTRA ELECTRONICS FORENSIC TECH INC  
 5757 CAVENDISH #200  
 MONTREAL, QUEBEC H4W 2W8  
 CANADA

**Date:** 2018-Jun-22  
**Invoice No:** MTR-061185  
**Credit Terms:** N30  
**File:** MTE-054206TR

**Sales Person:** CAROLE [REDACTED]

**PO No.:** P70433-384US

<b>House Bill of Lading No.:</b>	MTE-054206TR	<b>Shipper:</b>	ULTRA ELECTRONICS FORENSIC TECH INC
<b>Trucker:</b>	CARGOLUTION INC.	<b>Consignee:</b>	77TH COMMUNITY POLICE STATION
<b>Pickup Location:</b>	COTE ST LUC, QC	<b>Pickup Date:</b>	2018-Jun-18
<b>Delivery Location:</b>	LOS ANGELES, CA	<b>Delivery Date:</b>	2018-Jun-26
<b>Shipment Description:</b>	1 CRATE(S) Gross Weight: 245 LB BRASSTRAX		

Description of Charges	Quantity	UOM	Rate	CUR	Tax Code	Amount
DEDOUANEMENT US CUSTOM CLEARAN	1.00	FLT	155.00	CAD		155.00
RAMASSAGE EXPRESS PICK-UP	1.00	FLT	78.58	CAD		78.58
CAMIONNAGE / CARTAGE	1.00	FLT	550.00	CAD		550.00
FUEL SURCHARGE	1.00	FLT	110.00	CAD		110.00
FRAIS DE LIVRAISON DELIVERY CH	1.00	FLT	161.35	CAD		161.35
FRAIS DOCUMENTATION - FEE	1.00	FLT	75.00	CAD		75.00
<b>Sub-Total:</b>						1,129.93
<b>Total:</b>						<b>1,129.93 CAD</b>



**Cargolution Inc.**  
800 Stuart Graham, Ste. 360  
Dorval, QUEBEC H4Y 1J6  
Canada

BUSINESS: 1-514-636-2576  
FAX: 1-514-636-8799

www.cargolution.com

## INVOICE

**Customer:** ULTRA ELECTRONICS FORENSIC TECH INC  
5757 CAVENDISH #200  
MONTREAL, QUEBEC H4W 2W8  
CANADA

**Date:** 2018-Jun-29  
**Invoice No:** MTR-060954  
**Credit Terms:** N30  
**File:** MTE-054204TR

**Sales Person:** CAROLE [REDACTED]

<b>House Bill of Lading No.:</b>	MTE-054204TR	<b>Shipper:</b>	ULTRA ELECTRONICS FORENSIC TECH INC
<b>Trucker:</b>	CARGOLUTION INC.	<b>Consignee:</b>	HERTZBERG-DAVIS FORENSIC SCIENCE CTR
<b>Pickup Location:</b>	COTE ST LUC, QC	<b>Pickup Date:</b>	2018-Jun-18
<b>Delivery Location:</b>	LOS ANGELES, CA	<b>Delivery Date:</b>	2018-Jun-26
<b>Shipment Description:</b>	1 CRATE(S) Gross Weight: 245 LB BRASSTRAX		

Description of Charges	Quantity	UOM	Rate	CUR	Tax Code	Amount
RAMASSAGE / PICK-UP	1.00	FLT	40.00	CAD		40.00
CAMIONNAGE / CARTAGE	1.00	FLT	350.00	CAD		350.00
FUEL SURCHARGE	1.00	FLT	103.91	CAD		103.91
FRAIS DE LIVRAISON DELIVERY CH	1.00	FLT	129.57	CAD		129.57
FRAIS DOCUMENTATION - FEE	1.00	FLT	75.00	CAD		75.00
DEDOUANEMENT US CUSTOM CLEARAN	1.00	FLT	155.00	CAD		155.00
<b>Sub-Total:</b>						853.48
<b>Total:</b>						<b>853.48 CAD</b>



IN19\*7127



**FORENSIC  
TECHNOLOGY**

Ultra Electronics Forensic Technology Inc.  
5757 Cavendish Blvd., Suite 200  
Cote St. Luc, Quebec H4W 2W8  
Tel. (514) 489-4247  
Toll free: 1-888-984-4247  
Fax (514) 485-9336

28-Jun-18

**INVOICE**

INVOICE NO. INV005940

Page 1

**Bill To:**  
City of Los Angeles  
Supply Svcs. Accounts Payable  
555 Ramirez St. Space 312  
Los Angeles, CA  
90012  
USA

**Ship to:**  
LAPD - LA Regional  
Crime Lab  
1800 Paseo Rancho Castilla  
Shipping and Receiving  
Los Angeles, CA 90032  
USA

Attn: Francine Segura

**Purchase Order:** OPO 70 180000301668 1  
**Opportunity #** S-05839 REV.05

RA # 19402824

Details of invoice:

		Quantity	Unit Price	Total Price	
1	<b>BRASSTRAX Acquisition Station,</b> <i>includes: installation and commissioning on-site training for up to (2) two trainees and (12) month warranty.</i>	2	\$ 130,000.00	\$ 260,000.00	
2	<b>Shipping and handling charges DDP Customer Premises (Incoterms 2010)</b>	1	\$ 2,316.00	\$ 2,316.00	freight 3rd party 1490.97 no tax
3	<b>Travel and Living expenses for FT Installer &amp; Instructor</b>	1	\$ 4,884.00	\$ 4,884.00	
4	<b>Taxes (items 1 &amp; 2)</b>	1	\$ 24,920.02	\$ 24,920.02	Use Tax 24,778.38
<b>TOTAL *</b>			US Dollars \$	<u>292,120.02</u>	

**Payable by Check:**

Ultra Electronics Forensic Technology Inc.  
5757 Cavendish Blvd., Suite 200  
Cote St. Luc, QC H4W 2W8

Attn: John Molinaro

**Beneficiary Name:** Ultra Electronics Forensic Technology Inc.

6/28/18 - received equipment  
OK to pay  
Sharon Pineda  
N3179

6 JUL 12 2018  
N2674



**FORENSIC  
TECHNOLOGY**

5757 Cavendish Blvd  
Côte St-Luc, Québec  
H4W 2W8 Canada

Tel: 1-888-984-4247  
Fax: 1-514-485-9336

18-Jun-18

INV# 70433-384

**COMMERCIAL INVOICE FOR SHIPMENT**

Sold to:

City of Los Angeles  
Purchasing Agent  
111 E 1st Street  
Los Angeles, CA 90012  
U.S.A.  
EIN# 95-6000735

Ship to:

77th Community Police Station  
7600 S. Broadway  
Los Angeles, CA  
90003  
U.S.A.

Reference: Purchase Order No.: OPO 70 180000301668 1

Attn: Lieutenant Jeff Bratcher

Details of invoice:

		Country of Origin	Quantity	Unit Price, USD	Total Value, USD
1	BRASSTRAX Acquisition Station	CA	1	\$ 130,000.00	\$ 130,000.00
Total (USD. Funds)					\$ 130,000.00

HS Code: 8471.50

Country of Origin: Canada

TERMS OF SHIPMENT: DDP (7600 S. Broadway, 90003, U.S.A.) Incoterms 2010

**MUST BE KEPT IN UPRIGHT POSITION**

  
Jennifer Kratner, Logistics Coordinator

7/11/18 - install complete  
ok to pay  
Cameron  
N3179





# Camionair Inc.

NIR: R-507001-7

Cargolution

3148 Lambert

Ste-Marthe sur le lac, QC

JON 1P0

(514) 337-0758

BOL

Date	# BOL	# Ref.
18/06/2018	52345	MTE-054206TR
Pickup Location / Lieu de collecte	Delivery Location / Lieu de livraison	
<b>FORENSIC</b> <b>5757, BL. CAVENDISH</b> <b>CÔTE-ST-LUC, QUÉBEC</b>  <b>CHARLIE</b> [REDACTED]	<b>EXPLORER TRANSPORT</b> <b>1990 BOUL.DAGENAIS OUEST</b> <b>LAVAL, QUEBEC</b> <b>H7L 5W2</b> <b>MARC MONTPETIT</b> [REDACTED]	
Pieces and Weight / Morceaux et poids	Other informations / Autre informations	
1 pieces / BRASSTRAX: P70433-384US / 245 lv / 24 x 31 x 70 pc		
Informations		
BRASSTRAX: P70433-384US		
First and Last Name / Nom et pr?nom	Date and Time / Date et heure	
Signed / Signature		

DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

OMB No. 1651-0098  
Exp. 04-30-2020

**NORTH AMERICAN FREE TRADE AGREEMENT  
CERTIFICATE OF ORIGIN**


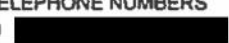
19 CFR 181.11, 181.22

1. EXPORTER NAME, ADDRESS AND EMAIL ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC. 5757 CAVENDISH BLVD., SUITE 200 COTE ST. LUC, QUEBEC H4W 2W8 CANADA		2. BLANKET PERIOD	
TAX IDENTIFICATION NUMBER: 13537 5202		FROM (mm/dd/yyyy) 01/01/2018	
3. PRODUCER NAME, ADDRESS AND EMAIL AVAILABLE UPON REQUEST		TO (mm/dd/yyyy) 12/31/2018	
TAX IDENTIFICATION NUMBER:		4. IMPORTER NAME, ADDRESS AND EMAIL VARIOUS	
TAX IDENTIFICATION NUMBER:		TAX IDENTIFICATION NUMBER:	

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN
BRASSTRAX-3D	8471.50	B	YES	NO	CA
BULLETRAX-3D	9031499000	B	YES	NO	CA
MATCHPOINT	8471.50	B	YES	NO	CA
DATA CONCENTRATOR	8471.50	B	YES	NO	CA
CORRELATION SERVER	8471.50	B	YES	NO	CA
ACCES DOOR ASSEMBLY	9011.90	B	YES	NO	CA
POWER SUPPLY ASSEMBLY	9011.90	B	YES	NO	CA
LIGHT BOX ASSEMBLY	9011.90	B	YES	NO	CA
OPTICAL TOWER ASSEMBLY	9011.90	B	YES	NO	CA
DAS COMPUTER SUB ASSEMBLY	8471.50	B	YES	NO	CA
SAS COMPUTER SUB ASSEMBLY	8471.50	B	YES	NO	CA

**I CERTIFY THAT:**

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF  PAGES, INCLUDING ALL ATTACHMENTS.

11a. AUTHORIZED SIGNATURE 		11b. COMPANY ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC.	
11c. NAME JULIAN DORMAN		11d. TITLE LOGISTICS COORDINATOR	
11e. DATE (mm/dd/yyyy) 10/18/2017	11f. TELEPHONE NUMBERS (Voice)  (Facsimile) 514-485-9336	11g. EMAIL julian.dorman@ultra-ft.com	

DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

OMB No. 1651-0098  
Exp. 04-30-2020

**NORTH AMERICAN FREE TRADE AGREEMENT  
CERTIFICATE OF ORIGIN CONTINUATION SHEET**  
19 CFR 181.11, 181.22

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN
FOCUS SUB-ASSEMBLY	9011.90	B	YES	NO	CA
CARTDRIDGE HOLDER ASSEMBLY	9011.90	B	YES	NO	CA
X&Y AXIS SUB ASSEMBLY	9011.90	B	YES	NO	CA
CARTRIDGE CASE HOLDER BASE SUB ASSEMBLY	9011.90	B	YES	NO	CA
MICROSCOPE SUB ASSEMBLY	9011.90	B	YES	NO	CA
LED & PCB SUPPORT SUB ASSEMBLY	9011.90	B	YES	NO	CA
DIFFUSER SUB ASSEMBLY	9011.90	B	YES	NO	CA
ELECTRICAL PANEL ASSEMBLY	9011.90	B	YES	NO	CA
BRASSTRAX TOOL KIT	9011.90	B	YES	NO	CA
ELECTRICAL TRAY ASSEMBLY	9011.90	B	YES	NO	CA
Z AXIS ASSEMBLY	9011.90	B	YES	NO	CA
TILT AXIS ASSEMBLY	9011.90	B	YES	NO	CA
MAGNETIC ROTATION AXIS ASSEMBLY	9011.90	B	YES	NO	CA

See CBP Form 434 for PRA Notice

OMB No. 1651-0098  
Exp. 04-30-2020

19 CFR 181.11, 181.22

Page 1 of 1

**Shipper's Letter of Instructions**  
**Between Cargolution and Forensic Technology**

**PICK-UP**

<b>Location</b> Ultra Electronics Forensic Technology Inc. 5757 Cavendish Blvd., Suite 200 Cote St-Luc, Quebec H4W 2W8	<b>Date</b> (dd/mm/yy) 18/06/18	<b>Time</b> 9:30	AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>
	<b>Shipper Reference #</b> P70433-384US		
	<b>Open at 8:00</b> <b>Close at 16:00</b>		
<b>Contact</b> Jennifer Kramer [REDACTED]			
<b>Require Special Equipment</b> Tailgate <input type="checkbox"/> 2 men <input type="checkbox"/> Pallet Jack <input type="checkbox"/> Other:			

**DELIVERY**

<b>Consignee</b> CITY OF LOS ANGELES 555 RAMIREZ ST. SPACE 312 LOS ANGELES, CA 90012 U.S.A. EIN#95-6000735 **Delivery address in comments	<b>Arrival Date</b> <b>at Airport</b> / /	<b>Date for Delivery to consignee</b> 26/06/18
	<b>Req Delivery Time:</b> :	
	<b>Open at 9:00</b> <b>Close at 12:00</b>	
<b>Contact</b> Lieut. Jeff Bratcher [REDACTED]		
<b>Require Special Equipment</b> Tailgate <input checked="" type="checkbox"/> 2 men <input type="checkbox"/> Pallet Jack <input checked="" type="checkbox"/> Other: Inside Delivery: <input type="checkbox"/>		

**DETAILS OF CARGO**

<b>Description of Goods</b> BRASSTRAX	
<b>Nbr of Pieces</b> 1 CRATE(S)	<b>Dimensions</b> cm <input checked="" type="checkbox"/> in <input type="checkbox"/>
<b>Weight</b> 111 Lbs <input type="checkbox"/> Kgs <input checked="" type="checkbox"/>	<b>Pcs L X W X H</b> 79 x 61 x 102 * WITH BOXES STRAPPED TO TOP
<b>Packing Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Documentation required</b> Nafta <input checked="" type="checkbox"/> Commercial Invoice <input checked="" type="checkbox"/> FCC <input type="checkbox"/>	
<b>Insurance required</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Warranty Replacement?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, AWB# for original shipment:	

**COMMENTS**

PLEASE SHIP DDP. FORENSIC TECHNOLOGY PAYS ALL SHIPPING, DELIVERY, TAXES AND DUTIES. PLEASE NOTE OUR SHIPMENT CONTAINS MAGNETS.



6/26/2018 16:26

**CARGOLUTION**  
C/O FREIGHT FORCE

Delivery Receipt

Date: 6/27/2018 HAWB # MTE-054206TR

MAWB #

Shipper Origin: LAX Dest: LAX

Consignee Ship ID# 2819781

Address: FREIGHT FORCE  
17908 S. FIGUEROA STREETAddress: 77TH COMMUNITY POLICE STATION  
7600 S BROADWAY

GARDENA CA 90248

LOS ANGELES CA 90003

Phone: Contact:

Phone: Contact:  
LIFTGATE TO GROUND ONLY-PALLET JACK-NO INSIDE

Ready: Close:

ETA: 8:00 Deadline: 12:00

Pickup Instructions:

Delivery Instructions:

Del Special: 6/27/2018 12:00

Pieces:	1	Declared:	\$0.00	Description:
Weight:	245	COD:	\$0.00	REF #:
Dim Wt:	208	FCCOD:	\$0.00	

Printed Name:

Driver:

Received By:

Date:

Time:

6/26/2018 16:26

**CARGOLUTION**  
C/O FREIGHT FORCE

Delivery Receipt

Date: 6/27/2018 HAWB # MTE-054206TR

MAWB #

Shipper Origin: LAX Dest: LAX

Consignee Ship ID# 2819781

Address: FREIGHT FORCE  
17908 S. FIGUEROA STREETAddress: 77TH COMMUNITY POLICE STATION  
7600 S BROADWAY

GARDENA CA 90248

LOS ANGELES CA 90003

Phone: Contact:

Phone: Contact:  
LIFTGATE TO GROUND ONLY-PALLET JACK-NO INSIDE

Ready: Close:

ETA: 8:00 Deadline: 12:00

Pickup Instructions:

Delivery Instructions:

Del Special: 6/27/2018 12:00

Pieces:	1	Declared:	\$0.00	Description:
Weight:	245	COD:	\$0.00	REF #:
Dim Wt:	208	FCCOD:	\$0.00	

Printed Name:

Driver:

Received By:

Date:

Time:

BELTHUS

6-27-18 0944



**FORENSIC  
TECHNOLOGY**

5757 Cavendish Blvd  
Côte St-Luc, Québec  
H4W 2W8 Canada

Tel. 1-888-984-4247  
Fax: 1-514-485-9336

18-Jun-18

INV# 70433-081

**COMMERCIAL INVOICE FOR SHIPMENT**

**Sold to:**  
**City of Los Angeles**  
Purchasing Agent  
111 E 1st Street  
Los Angeles, CA 90012  
U.S.A.  
EIN# 95-6000735

**Ship to:**  
**Hertzberg-Davis Forensic Science Center**  
1800 Paseo Rancho Castilla  
Los Angeles, CA  
90032  
U.S.A.

Reference: Purchase Order No.: OPO 70 180000301668 1

Attn: Allison Manfreda

Details of invoice:

		Country of Origin	Quantity	Unit Price, USD	Total Value, USD
1	BRASSTRAX Acquisition Station	CA	1	\$ 130,000.00	\$ 130,000.00
Total (USD. Funds)					\$ 130,000.00

HS Code: 8471.50  
Country of Origin: Canada

TERMS OF SHIPMENT: DDP (1800 Paseo Rancho Castilla, 90032, U.S.A.) Incoterms 2010

**MUST BE KEPT IN UPRIGHT POSITION**

  
Jennifer Kramer, Logistics Coordinator

7/12/18 - install complete  
ok to pay  
Allison Manfreda  
7/31/19



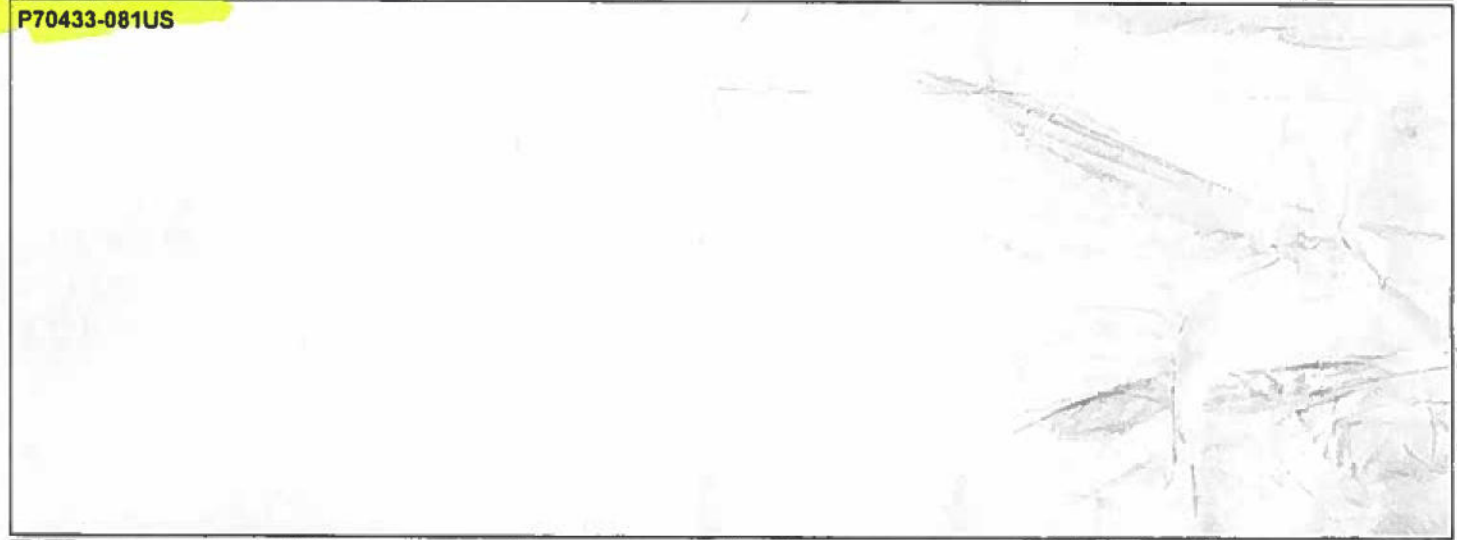
# Camionair Inc.

NIR: R-507001-7

Cargolution

3148 Lambert  
Ste-Marthe sur le lac, QC  
J0N 1P0  
(514) 337-0758

*per* *Alain*  
**BOL**

Date	# BOL	# Ref.
18/06/2018	52344	MTE-054204TR
Pickup Location / Lieu de collecte	Delivery Location / Lieu de livraison	
<b>FORENSIC</b> <b>5757, BL. CAVENDISH</b> <b>CÔTE-ST-LUC, QUÉBEC</b>  <b>CHARLIE</b> [REDACTED]	<b>EXPLORER TRANSPORT</b> <b>1990 BOUL.DAGENAIS OUEST</b> <b>LAVAL, QUEBEC</b> <b>H7L 5W2</b> <b>MARC MONTPETIT</b> [REDACTED]	
Pieces and Weight / Morceaux et poids	Other informations / Autre informations	
<b>1 pieces / CRATE: BRASSTRAX / 245 lb / 24 x 31 x 70 pc</b>		
Informations		
<b>P70433-081US</b>		
		
First and Last Name / Nom et pr?nom	Date and Time / Date et heure	
Signed / Signature		

6/26/2018 16:25

**CARGOLUTION**  
C/O FREIGHT FORCE

Delivery Receipt

Date: 6/27/2018 HAWB # MTE-054204TR

MAWB #

Shipper Origin: LAX Dest: LAX

Consignee Ship ID# 2819792

Address: FREIGHT FORCE  
17908 S. FIGUEROA STREETAddress: HERTZBERG-DAVIS FORENSIC  
1800 PASEO RANCH CASTILLA

GARDENA CA 90248

LOS ANGELES  
LOS ANGELES CA 90032

Phone: Contact:

Phone: Contact:  
LIFTGATE TO GROUND ONLY - PALLET JACK-NO INSIDE

Ready: Close:

ETA: 8:00 Deadline: 12:00

Pickup Instructions:

Delivery Instructions:

Pieces:	1	Declared:	\$0.00	Description:
Weight:	245	COD:	\$0.00	REF #:
Dim Wt:	208	FCCOD:	\$0.00	

Printed Name: \_\_\_\_\_

Driver: \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

6/26/2018 16:25

**CARGOLUTION**  
C/O FREIGHT FORCE

Delivery Receipt

Date: 6/27/2018 HAWB # MTE-054204TR

MAWB #

Shipper Origin: LAX Dest: LAX

Consignee Ship ID# 2819792

Address: FREIGHT FORCE  
17908 S. FIGUEROA STREETAddress: HERTZBERG-DAVIS FORENSIC  
1800 PASEO RANCH CASTILLA

GARDENA CA 90248

LOS ANGELES  
LOS ANGELES CA 90032

Phone: Contact:

Phone: Contact:  
LIFTGATE TO GROUND ONLY - PALLET JACK-NO INSIDE

Ready: Close:

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Dim Wt:	208	FCCOD:	\$0.00	

Printed Name: \_\_\_\_\_

Driver: \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_



**Shipper's Letter of Instructions**  
Between Cargolution and Forensic Technology

**PICK-UP**

<b>Location</b>  Ultra Electronics Forensic Technology Inc. 5757 Cavendish Blvd., Suite 200 Cote St-Luc, Quebec H4W 2W8	<b>Date</b> (dd/mm/yy)  18/06/18	<b>Time</b>  10:30	AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>
	<b>Shipper Reference #</b> P70433-081US		
	Open at 8:00 Close at 16:00		
<b>Contact</b> Jennifer Kramer <div style="background-color: black; height: 15px; width: 100px;"></div>			
<b>Require Special Equipment</b>  Tailgate <input type="checkbox"/> 2 men <input type="checkbox"/> Pallet Jack <input type="checkbox"/> Other:			

**DELIVERY**

<b>Consignee</b>  CITY OF LOS ANGELES 555 RAMIREZ ST. SPACE 312 LOS ANGELES, CA 90012 U.S.A. EIN#95-6000735 **Delivery address in comments	<b>Arrival Date</b> at Airport  / /	<b>Date for Delivery to consignee</b>  26/06/18
	<b>Req Delivery Time:</b> :	
	Open at 9:00 Close at 12:00	
<b>Contact</b> Allison Manfreda <div style="background-color: black; height: 15px; width: 100px;"></div>		
<b>Require Special Equipment</b>  Tailgate <input checked="" type="checkbox"/> 2 men <input type="checkbox"/> Pallet Jack <input checked="" type="checkbox"/> Other: Inside Delivery: <input type="checkbox"/>		

**DETAILS OF CARGO**

<b>Description of Goods</b> BRASSTRAX	
<b>Nbr of Pieces</b> 1 CRATE(S)	<b>Dimensions</b> cm <input checked="" type="checkbox"/> in <input type="checkbox"/>
<b>Weight</b> 111 Lbs <input type="checkbox"/> Kgs <input checked="" type="checkbox"/>	<b>Pcs L X W X H</b> 79 x 61 x 102 * WITH BOXES STRAPPED TO TOP
<b>Packing Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Documentation required</b>	
Nafta <input checked="" type="checkbox"/> Commercial Invoice <input checked="" type="checkbox"/> FCC <input type="checkbox"/>	
<b>Insurance required</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Warranty Replacement?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, AWB# for original shipment:	

**COMMENTS**

PLEASE SHIP DDP. FORENSIC TECHNOLOGY PAYS ALL SHIPPING, DELIVERY, TAXES AND DUTIES. PLEASE NOTE OUR SHIPMENT CONTAINS MAGNETS.



DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

OMB No. 1651-0098  
Exp. 04-30-2020

NORTH AMERICAN FREE TRADE AGREEMENT  
CERTIFICATE OF ORIGIN


19 CFR 181.11, 181.22

<b>1. EXPORTER NAME, ADDRESS AND EMAIL</b> ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC. 5757 CAVENDISH BLVD., SUITE 200 COTE ST. LUC, QUEBEC H4W 2W8 CANADA  <b>TAX IDENTIFICATION NUMBER:</b> 13537 5202	<b>2. BLANKET PERIOD</b>  <b>FROM (mm/dd/yyyy)</b> 01/01/2018 <b>TO (mm/dd/yyyy)</b> 12/31/2018
<b>3. PRODUCER NAME, ADDRESS AND EMAIL</b> AVAILABLE UPON REQUEST  <b>TAX IDENTIFICATION NUMBER:</b>	<b>4. IMPORTER NAME, ADDRESS AND EMAIL</b> VARIOUS  <b>TAX IDENTIFICATION NUMBER:</b>

5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN
BRASSTRAX-3D	8471.50	B	YES	NO	CA
BULLETRAX-3D	9031499000	B	YES	NO	CA
MATCHPOINT	8471.50	B	YES	NO	CA
DATA CONCENTRATOR	8471.50	B	YES	NO	CA
CORRELATION SERVER	8471.50	B	YES	NO	CA
ACCES DOOR ASSEMBLY	9011.90	B	YES	NO	CA
POWER SUPPLY ASSEMBLY	9011.90	B	YES	NO	CA
LIGHT BOX ASSEMBLY	9011.90	B	YES	NO	CA
OPTICAL TOWER ASSEMBLY	9011.90	B	YES	NO	CA
DAS COMPUTER SUB ASSEMBLY	8471.50	B	YES	NO	CA
SAS COMPUTER SUB ASSEMBLY	8471.50	B	YES	NO	CA

I CERTIFY THAT:

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF  PAGES, INCLUDING ALL ATTACHMENTS.

<b>11a. AUTHORIZED SIGNATURE</b> 	<b>11b. COMPANY</b> ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC.
<b>11c. NAME</b> JULIAN DORMAN	<b>11d. TITLE</b> LOGISTICS COORDINATOR
<b>11e. DATE (mm/dd/yyyy)</b> 10/18/2017	<b>11f. TELEPHONE NUMBERS</b> (Voice) <span style="background-color: black; color: black;">XXXXXXXXXX</span> (Facsimile) 514-485-9336
<b>11g. EMAIL</b> julian.dorman@ultra-ft.com	

# CITY OF LOS ANGELES

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



## ONE-TIME PURCHASE ORDER

Purchase Order Number	Record Date	Requester Name
OPO 70 180000301668 1	05-17-18	FRANCINE SEGURA
Payment Terms	Freight Terms	Ship Via
0% Net 30	FOB Dest, Freight Prepaid	Vendor
Ship To	Vendor	Bill To
LAPD - LA REGIONAL CRIME LAB 1800 PASEO RANCHO CASTILLA SHIPPING AND RECEIVING LOS ANGELES, CA 90032	ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC 000050074 5757 BOUL CAVENDISH BLVD #200 COLE ST-LUC, QC H4W 2W8	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012
Additional Info		
Please include this first page with your shipment.		

**Issuer:** FRANCINE SEGURA

Phone Number: (323) 415-8109      Email Address: N4102@lapd.online

### Line Items

Line	Commodity Code	CL Description	Quantity	UOM	Unit Price	Sub Total	Sales Tax	Line Total
1	411031	Station, Acquisition, BRASSTRAX, 2 "Ultra Electronics Forensic	2	EA	\$130,000.00	\$260,000.00	\$24,700.00	\$284,700.00
<b>Extended Description:</b> Station, Acquisition, BRASSTRAX, "Forensic Technology Inc. / Ultra Electronics Forensic Technology Inc."  INCLUDES: Service, Installation and Commissioning, On-Site Training for Two Trainees and One-Year Warranty, "Forensic Technology Inc. / Ultra Electronics Forensic Technology Inc."  *NO SUBSTITUTION <b>Delivery Date:</b> 09-21-18								
3	411031	Travel and Living Expenses for Installer and Instructor, "Fo	1	EA	\$4,884.00	\$4,884.00	\$0.00	\$4,884.00
<b>Extended Description:</b> Travel and Living Expenses for Installer and Instructor, "Forensic Technology Inc. / Ultra Electronics Forensic Technology Inc." <b>Delivery Date:</b> 09-21-18								
4	78121603	Shipping and handling charges DDP Customer Premises (Incoter	1	EA	\$2,316.00	\$2,316.00	\$220.02	\$2,536.02
<b>Extended Description:</b> Shipping and handling charges DDP Customer Premises (Incoterms2010), "Forensic Technology Inc. / Ultra Electronics Forensic Technology Inc." <b>Delivery Date:</b> 09-21-18								

Sub Total:           \$267,200.00  
Sales Tax:           \$24,920.02  
Total PO Amount:   \$292,120.02

## Terms and Conditions

**Line Item Provisions**

**Document Provisions**

**Supporting Documents**

Section intentionally left blank.

## CITY OF LOS ANGELES PURCHASE ORDER CONDITIONS

By accepting this Purchase Order, the Supplier hereby agrees to and is bound by the General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts (GTC) and Supplemental Conditions and Requirements (SCR), or "Attachment A" - Request for Quotation Bidder Instructions and General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts. Questions regarding the GTC and SCR or "Attachment A" shall be directed to the City Purchasing Agent's Office, to the attention of the Buyer listed on the Purchase Order, or the Procurement Analyst listed on the parent contract for Contract Purchase Orders.

"Attachment A" may be downloaded from the Internet at [www.lacity.org/gsd/bidder%20instructions.pdf](http://www.lacity.org/gsd/bidder%20instructions.pdf).

If delivery of the product(s) or service(s) cannot be made exactly as specified and at the price shown, notify the City Purchasing Agent immediately. Do not make delivery without the Purchasing Agent's written approval. Any correspondence other than invoices relating to this order must be sent to the Purchasing Agent.

Prices on the order include inside delivery to the Department unless otherwise specified on the order.

All materials furnished on this order will be subject to test and inspection and, if rejected, will be held for return to the supplier subject to order of shipper and subject to accrued charges.

Overshipments will not be accepted unless authorized or approved by the Buyer in advance and in writing.

The FOB point, terms, order number, name and address of the ordering department must appear on all invoices. All shipments, shipping papers and correspondence must be identified with the order number. All cartons must be marked with the order number and be accompanied by a detailed packing list. Materials must be packed and shipped in conformity with tariff or classification requirements.

The City of Los Angeles will not be responsible for equipment, materials or supplies delivered or furnished to the City without a valid Purchase Order or prior written authorization from the Purchasing Agent.

In accordance with Los Angeles Municipal Code, Chapter 2, Article 1, Section 21.00 et seq., the City requires that each Supplier shall maintain or obtain as necessary a Tax Registration Certificate Account Number (TRC) from the City Office of Finance. The Supplier's assigned TRC shall appear on every invoice for products or services delivered to the City. Delays in payment may occur for invoices that do not include the Supplier's valid TRC. Contact the Office of Finance at (213) 473-5901 for further information regarding this requirement.

This order may not be assigned or transferred to any entity or individual without the Purchasing Agent's written approval.

Payment discount period will be calculated from the date of receipt of invoice, or receipt of product(s) or service(s), whichever is later.

All products or services delivered shall meet the requirements of the City of Los Angeles Municipal and Administrative Codes, including but not limited to those stated in the GTC and SCR, "Attachment A", and these Conditions.

The Supplier shall hold the City of Los Angeles, its officers, agents and employees harmless from liability of any nature or kind on account of any copyrighted composition, secret process, patented or unpatented invention, article, materials or appliances furnished or used under this order.

The prices, terms and conditions of the parent contract are applicable and binding on all Contract Purchase Orders. Suppliers that have not received payment in accordance with the terms of this order should immediately contact City of Los Angeles Payment Services, in writing, at 555 Ramirez Street, Space 312, Los Angeles, CA 90012. Notice shall include the order number, City Department receiving delivery, and if available, City employee contact name and telephone number at the delivery point.

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**Authorized By**

<b>Document ID</b> 180000301668	<b>Document Phase</b> Final	<b>Document Description</b> Station, Acquisition, BRASSTRAX & etc..	<b>Page 4</b> of 21
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You are hereby notified of the award of this Purchase Order (PO) with the City of Los Angeles in accordance with RFB# 180000910044 for the items thereof. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the PO. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

The PO is awarded for the following: \*\*\*\*Station, Acquisition, Brasstrax ... \*\*\*\*

Department Contact: Francine Segura, 323-415-8109  
Ordering Department Contact Name: Allison Manfreda  
Telephone No.: [REDACTED]

E-mail Address: N3179@lapd.lacity.org

Payment Terms: 0% 30 Days  
Delivery: 120 days ARO

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

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

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

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

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

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

Ordering department contact is Allison Manfreda at telephone number [REDACTED]

**ADDITIONAL QUANTITIES:**

The supplier states it will accept orders for additional quantities at the same prices, terms and conditions, providing the City exercises the option before 03/31/2018.

Any extension(s) beyond above stated expiration date shall be upon mutual consent between the City and the supplier. In addition, any extension(s) agreed upon by both parties shall not exceed three (3) months after the original expiration date.

**STANDARD PRODUCT WARRANTY:**

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

Warranty for material defects: 1 year

Warranty for labor/workmanship defects: 1 year

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

**SUPPLIER CONTACT:**

Contact Person: Mrs. Stacy Stern

Title: Regional Sales Director – North America, Caribbean and Australia

Telephone No.:



Fax No.: 514-485-9336

E-Mail Address: stacy.stern@ultra-ft.com

Procurement Analyst:

Sandy Ke

Email: sandy.ke@lacity.org



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## **ATTACHMENT A**

### **GENERAL TERMS AND CONDITIONS (GTC) AND SUPPLEMENT CONTRACT REQUIREMENTS (SCR) FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

READ CAREFULLY (Rev.080216)

#### **ON-LINE SUPPLIER INFORMATION AND FORMS**

All companies entering into a contract with the City of Los Angeles are directed to the Los Angeles Vendor Self Service (LAVSS) – [www.lavss.lacity.org](http://www.lavss.lacity.org) – and the Los Angeles Business Assistance Virtual Network – [www.labavn.org](http://www.labavn.org) – to register as vendors and to complete the City's Equal Benefits Ordinance; First Source Hiring Ordinance; and Slavery Disclosure Ordinance Affidavits.

Questions regarding the Affidavits and compliance with the City's requirements should be directed to the Bureau of Contract Administration, (213) 847-2625 or (213) 847-2631, or via e-mail to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

#### **GTC-1. Integrated Contract:**

This contract sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous contracts, agreements or understandings, whether written or oral, relating thereto. This contract may only be amended by written mutual agreement of the supplier(s) and the City Purchasing Agent. No oral representations made by any City employee or representative will vary the terms of the written contract.

#### **GTC-2. Applicable Law, Interpretation and Enforcement:**

Performance under this contract shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws that affect employees. This contract shall be enforced and interpreted under the laws of the State of California. The supplier shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

If any part, term or provision of this contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract, the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

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### **GTC-3. Prevailing Wage Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.7 et seq., the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations.

Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, in accordance with Section 1776 of the California State Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the State Labor Code.

### **GTC-4. Equal Benefits Ordinance:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders shall complete and upload the Equal Benefits Ordinance Affidavit (2 pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000 or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded to the City's BAVN. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **GTC-5. Nondiscrimination, Equal Employment Practices and Affirmative Action Program:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Procurements by the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3., Equal Employment Practices Provisions.

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Procurements by the City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders agree to adhere to the Nondiscrimination, Equal Employment Practices and Affirmative Action program for the duration of the contract and acknowledge their responsibility to comply with both the ND/EEP and AA provisions by affixing its signature to a contract.

Bidders seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Programs may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **GTC-6. Child Support Assignment Orders Ordinance:**

City of Los Angeles Administrative Code Section 10.10 requires all suppliers and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

By signing the Signature Page, the bidder certifies and agrees that if it is awarded a contract with the City of Los Angeles, the bidder will:

1. Fully comply with all applicable Federal and State employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings
4. Assignment Orders and Notices of Assignment applicable to them personally.
5. Certify that the business will maintain such compliance throughout the term of the contract. Include all language in this section in any contracts, agreements or understandings the bidder creates or has with sub-suppliers providing goods or services under a contract awarded by the City of Los Angeles.

Failure of a supplier or sub-supplier to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the supplier or sub-supplier or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

### **GTC-7. Small Local Business Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.25 et seq., any supplier who qualifies as a "Small Local Business" (SLB) and is a responsible bidder shall be granted a preference as to all contracts of \$100,000.00 or less, for which quotations were solicited, in

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an amount equal to 10% of the quotation of the lowest and best responsible bidder, if that latter bidder has not qualified as a SLB. If, after deduction of the 10% preference from the quotation of the SLB, the quotation is equal to or less than the lowest quotation, the quotation of that SLB shall be deemed to be the lowest quotation.

In order to be given preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the RFQ Closing Date, and approved prior to the RFQ award date.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway Street, Suite 300 Los Angeles, CA 90015

Certification as a Small Local Business is valid for one calendar year from the date of approval. SLB's must be recertified annually by the Office of Contract Compliance, Centralized Certification Section. Questions concerning the Small Local Business Program should be directed to the Office of Contract Compliance at (213) 847-2625.

#### **GTC-8. Environmentally Preferable Products Purchasing Program:**

In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities (e.g., Energy Star, Green Seal, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product Environment Assessment Tool (EPEAT) program guidelines for electronics, State Agency Buy Recycled Campaign (SABRC)).

Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.

Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

#### **GTC-9. Service Contract Worker Retention and Living Wage Ordinances:**

Unless otherwise exempt in accordance with the provisions of the Ordinances, this contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles City Administrative Code, as amended from time to time. The Ordinances require that all employers

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under contracts primarily for furnishing services to or for the City that involve an expenditure in excess of \$25,000 and a contract term of at least three months shall provide the following: (a) retention by a successor supplier for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated supplier or sub-supplier, if any, as provided for in the SCWRO; (b) payment of a minimum initial wage rate to employees as defined in the LWO, and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-3 above, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Under the provisions of Section 10.36(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the supplier violated the provisions of the referenced Code section. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

### **GTC-10. Contractor Responsibility Ordinance:**

City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code.

The Code requires that all bidders complete and return, with their RFQ, the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire may result in the bidder being deemed non-responsive.

Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract.

The supplier further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;

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3. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify awarding authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor(s) has violated Section 10.40.3 of the Ordinance in performance of the subcontract.

### **GTC-11. Slavery Disclosure Ordinance:**

Unless otherwise exempt in accordance with the provisions of Section 10.41 et seq. of the Los Angeles Administrative Code, any contract awarded pursuant to this RFQ will be subject to the City's Slavery Disclosure Ordinance.

All Bidders shall complete and upload the Slavery Disclosure Ordinance Affidavit (1 page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **GTC-12. Sweat-Free Procurement Ordinance:**

This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the Contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following:

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic



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5. manufacturers a base hourly wage adjusted annually to the amount required to produce, for
6. 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

### **GTC-13. First Source Hiring Ordinance:**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of the FSHO.

Unless otherwise exempt, contractor shall, prior to the execution of the contract, provide a list of anticipated employment opportunities that contractor estimates it will need to fill in order to perform the services under the contract. Contractor further pledges that it will, during the term of the contract, a) at least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) prior to filling any employment opportunity, the contractor shall inform the City of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the contractor interviewed and the reasons why referred individuals were not hired. Any subcontract entered into by the contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the City has determined that the contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor has violated provisions of the FSHO.

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Contact the Bureau of Contract Administration, Office of Contract Compliance for further information at (213) 847-2625.

#### **GTC-14. Local Business Preference for Procurements in Excess of \$150,000**

In accordance with City of Los Angeles Administrative Code Section 10.47 et seq., Awarding Authorities shall grant an eight percent (8%) Local Business Preference for Contracts involving consideration in excess of \$150,000.00 to any supplier who qualifies as a "Local Business" and is a responsible bidder.

The Awarding Authority shall provide a preference of up to five percent (5%) to a bid submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7

The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. The Bid Preference shall not exceed one million dollars (\$1,000,000.00) for any Bid. An Awarding Authority may, before the award of a Contract, determine that it is not in the City's best interest to grant a Bid preference and award the Contract to the bidder eligible for the award without consideration of the provisions of this Article.

This Article shall not apply to Contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Questions concerning the Local Business Preference Program should be directed to the Office of Contract Compliance at (213) 847-2625.

#### **GTC-15. Contract Purchase Orders:**

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

#### **GTC-16. Most Favorable Government Prices:**

The prices charged the City of Los Angeles on any contract shall not exceed those charged any other government agency.

In the event of a price decline, or if the supplier sells the same products or services to other government agencies under similar quantity and delivery terms and conditions at prices below those stated herein, the supplier shall immediately extend such lower prices to the City of Los Angeles. A current price list must be available in the supplier's local office at all times for audit by the City.

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### **GTC-17. Price Reductions:**

After the award of a contract, or during the contract term, any material, equipment, or product cost or price list reductions to the supplier shall be offered to the City in a corresponding price reduction.

Periodically the City may request the supplier to certify in writing that any and all material, equipment, and product cost and price list reductions to the supplier are reflected in the City's prices.

### **GTC-18. Retention of Records, Audits and Reports:**

Supplier shall maintain records at the supplier's facility, including records of financial transactions, pertaining to the performance of this contract, in accordance with requirements prescribed by the City.

These records shall be retained for a period of no less than three years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. The said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the three years following the final payment made by the City hereunder or the termination date of this contract, whichever occurs last. Supplier shall provide any price lists, invoices and/or reports requested by the City regarding performance of this contract.

### **GTC-19. Contract Termination:**

The contract may be terminated in whole or in part by the City for its convenience, without penalty, provided that the contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of orders fulfilled or work performed.

The City has the right to cancel the contract for cause at any time.

### **GTC-20. Termination for Non-appropriation:**

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

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#### **GTC-21. Assignment:**

The supplier shall not assign or transfer by operation of law any obligation without prior submission and approval of a properly completed City of Los Angeles Contract or Payment Assignment Form to the Purchasing Agent.

#### **GTC-22. Restocking Fee:**

Supplier shall be entitled to a 5% (five percent) restocking fee that will be charged the City of Los Angeles for return of goods ordered in error.

Restocking fee shall not apply to shipping errors by the supplier, damaged or defective items, overshipments, production overruns, late shipments, or any other shipping/delivery related errors.

#### **GTC-23. Care and Custody:**

The supplier accepts full responsibility for any loss or damage to City equipment or materials while in the supplier's possession or its agents' possession. Supplier shall reimburse the City for any loss or damage to City equipment or materials while in the supplier's or its agent's care and custody.

#### **GTC-24. Default by Supplier:**

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

#### **GTC-25. Breach and Waiver of Breach:**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

A waiver of a breach of any part, term or provision of this contract shall not be construed as a waiver of any succeeding breach of the part, term or provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.

#### **GTC-26. Claims for Labor and Materials:**

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The supplier shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property, against the supplier's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### **GTC-27. Americans with Disabilities Act:**

The supplier hereby certifies that it will comply with the Americans with Disabilities Act (ADA), 42, U.S.C. Section 12101 et seq., and its implementing regulations. The supplier will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of ADA. The supplier will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person of disability. Any sub-contract entered into by the supplier, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### **GTC-28. City Tax Registration Certificate:**

The supplier shall obtain and maintain a Tax Registration Certificate (TRC) and all such certificates required of it and shall not allow any such certificates to be revoked or suspended while any contract is in effect. Contact the Office of Finance, Tax and Permit Division at 213-473-5901 for compliance requirements and general information.

#### **GTC-29. Force Majeure:**

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

#### **GTC-30. Patent Rights:**

The person, firm, or corporation to whom this contract is issued does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this contract agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

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### **GTC-31. Indemnification:**

Except for the active negligence or willful misconduct of the City, supplier undertakes and agrees to defend, indemnify and hold harmless the City and any and all of the City's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including supplier's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Contract on the part of supplier or sub-supplier of any tier. The provisions of this paragraph shall survive termination of this Contract.

### **GTC-32 Intellectual Properties:**

The supplier represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information (Intellectual Property). This provision shall survive expiration or termination of this Contract.

The supplier, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, experts' fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by supplier in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by supplier under the Contract.

Supplier's defense of the CITY shall be consistent with Los Angeles City Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This provision shall survive expiration or termination of this Contract.

In addition to the foregoing, if supplier has information or reasonably believes that (1) any of the Work Products allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the Intellectual Property licenses procured on behalf of the CITY under this Contract are to expire, to be terminated or enjoined, supplier shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY'S request, supplier shall, at supplier's own expense:

1. procure for the CITY the right or license to continue using the Intellectual Property at issue; or

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2. replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

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

Unless otherwise provided for herein, all Work Products originated or prepared by supplier or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Supplier hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by supplier under this Contract. Supplier further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. This provision shall survive expiration or termination of this Contract.

Supplier shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by supplier relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of supplier to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject supplier to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of supplier's contract with the CITY.

For all Intellectual Property (1) that have already been created, legally perfected or reduced to practice by whomever prior to the performance of this Contract (Pre-existing Intellectual Property) and (2) that are enmeshed in or discretely made part of the Work Products, supplier hereby grants and/or will cause the third-party Pre-existing Intellectual Property right owner to grant CITY, including its agents and consultants a royalty-paid, perpetual, irrevocable license to use such Pre-existing Intellectual Property so as to maximize the City's benefits from and use of the Work Products.

## END OF GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS



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## **SUPPLEMENTAL CONTRACT REQUIREMENTS**

### **Approved Contract Item Purchases:**

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

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

### **New and Unused:**

The equipment/products/materials furnished shall be new and unused, but may contain recycled materials in compliance with City, State, and Federal materials recycling guidelines and requirements.

### **Recycled Packing Material:**

The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material, when possible, must show the recycled product logo and recycled content percentage information.

### **Payments:**

Payment terms are NET 30 Days unless supplier otherwise quotes cash discount terms. All cash discounts shall be taken and computed from the date of the City's acceptance of the material or service, or from the date of receipt of invoice by General Services Payment Services, whichever is latest.

The City will make partial payments in accordance with actual deliveries made and accepted by the City. Partial payments will in no way relieve the supplier of its responsibility for completing delivery of the entire order.

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### **Safety Requirements - OSHA and CalOSHA:**

Any equipment or material furnished must conform with the current safety code of the California Division of Industrial Safety and all OSHA requirements, where applicable.

Supplier agrees to comply with the provisions of the California Occupational Safety and Health Act of 1973, or its latest revision, and the standards and regulations issued thereunder. Supplier further certifies that all items furnished under this contract will conform to and comply with said standards and regulations.

Supplier further agrees to indemnify and hold harmless the City of Los Angeles for all damages assessed against the City as a result of supplier's failure to comply with the Act and the standards and regulations issued thereunder, and for the failure of the items furnished under this contract to so comply.

### **Safety Approval and Certification:**

Items delivered to the City must conform to the safety orders/codes of the California Division of Industrial Safety, CalOSHA, and OSHA where applicable.

Any required certification necessary to place equipment or other items into service shall be the supplier's responsibility. A copy of the certification shall be delivered with the equipment or items.

All Electrical items shall have Underwriter's Laboratory Listing or Approval.

### **Hazardous Substances/Chemicals:**

Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 6380-6386, require Safety Data Sheets (SDS) be prepared in compliance with Title 8, California Code of Regulations, Section 5194. SDS shall accompany this Quotation.

Chemicals shall be free of known carcinogens, and shall comply with the current Safety Code of the California Division of Industrial Safety, and with all OSHA requirements.

If any ingredient in the product quoted is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the SDS shall accompany each product shipment to a City facility. Products/chemicals shall be delivered in containers labeled with the product's common chemical name and the common or technical name of each of the product's chemical ingredients, together with a statement of precautions to be taken in product use.

A copy of the SDS shall be available at location of use in the performance of the contract.

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**END OF SUPPLEMENTAL CONTRACT REQUIREMENTS FOR  
CITY OF LOS ANGELES PURCHASE AGENT CONTRACTS**

**LOS ANGELES POLICE DEPARTMENT  
SUPPLY ORDER FORM**

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DATE <b>3/6/2018</b>		<input type="checkbox"/> Operating Supplies <input type="checkbox"/> Divisional (Budget) Allocation <input type="checkbox"/> Departmental Allocation <input type="checkbox"/> Services		DIVISION ORDER NUMBER <b>FSD # 18-022</b>	
DIVISION & UNIT MAKING REQUEST <b>FSD - FAU</b>		MAIL STOP <b>400-1800</b>	CONTACT PERSON <b>Allison Manfreda</b>		TELEPHONE NO. <b>[REDACTED]</b>
		FAX NO. <b>323-276-1943</b>		E-MAIL NO (SERIAL#) <b>N3179</b>	

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	ITEM NUMBER	ACCT	CACF	UNIT PRICE	TOTAL PRICE
1	2	unit	IBIS BRASSTRAX Acquisition Station				\$ 130,000.00	\$ 260,000.00
2	1	lot	Travel & living expenses for FTI installer and instructor				\$ 4,884.00	\$ 4,884.00
3								\$ -
4			REV. # 180000 600801 - REVISE.					\$ -
5			DR N5302 3/6/18					\$ -
6			gun crime intel center acct # 701N001					\$ -
7								\$ -
8								\$ -
9			Shipping & Handling (Non-taxable)					\$ 2,316.00
10			Handling (Taxable)					

JUSTIFICATION (FOR ADDITIONAL SPACE, ATTACH A CONTINUATION SHEET) The purchase of this IBIS equipment is necessary to expand NIBIN to support the 77th area Crime Gun Intelligence Center (CGIC) efforts. The purchase will be funded by the National Gun Crime Intelligence Center Initiative (NGCI) grant. Sole source justification was processed previously.		SUB-TOTAL FOR ALL PAGES <b>\$267,200.00</b>	
		TAX (9.5%) <b>\$25,163.98</b>	
Supervisor and Lab Director Approval: <i>SAB LAM / SAB 3/6/18</i>		TOTAL <b>\$292,363.98</b>	

VENDOR (ONLY ONE VENDOR PER SUPPLY ORDER NUMBER) Forensic Technology Inc., 1.888.984.4247		DELIVER TO: (SPECIFY LOCATION, ADDRESS, TIME, DATE, AND SPECIAL INSTRUCTIONS) <b>LAPD - FORENSIC SCIENCE DIVISION</b>	
APPROVED BY (COMMANDING OFFICER OR DESIGNEE) Jeffrey A. Thompson <i>Vanessa Gault</i>	SERIAL NUMBER N2769 (69249)	ATTN: Allison Manfreda Hertzberg-Davis Forensic Science Center 1800 Paseo Rancho Castilla Los Angeles, CA 90032	
TITLE OR RANK OF PERSON APPROVING ACTING COMMANDING OFFICER	DATE 3/6/18	DELIVERY ADDRESS MAIL STOP <b>400-1800</b>	

**DO NOT WRITE BELOW THIS LINE**

RECEIVED BY (SIGNATURE)	RECEIVED BY (PRINT)	SERIAL NUMBER	DATE

P-REQ #	PURCHASE ORDER #

*GAB 3/6/18*