

TO: HARBOR DEPARTMENT PURCHASING OFFICE
BY MAIL: P. O. Box 786, Wilmington, CA 90748
DELIVERY: 500 Pier "A" Street, Berth 161
Wilmington, CA 90744

BID NO. F-778 Page 1
Show this number on envelope

Contract No. 39621

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Salem, New Hampshire ON THE 19th DAY OF JANUARY, 2012
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name L-3 Communications Klein Associates, Inc.

Phone 603 893 6131 Fax 603 893 8807

Address 11 Klein Drive Salem New Hampshire 03079
Street City State Zip

[Signature] John Cotumaccio General Manager
Signature Printed Name Printed Title

[Signature] Roberta Dickey Vice President, Finance
Signature Printed Name Printed Title

(Approved Corporate Signature Methods) (AFFIX CORPORATE SEAL HERE)

a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Rockingham

State of New Hampshire S.S.

Subscribed and sworn this date

19 January, 2012

[Signature]
Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By Executive Director Harbor Department

Date

Approved as to Form

2/3, 2012

City Attorney

BY [Signature] Deputy
KANN

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-778

SUBMIT BID TO :

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

By Mail: Los Angeles Harbor Department
Purchasing Office
P. O. Box 786
Wilmington, CA 90748

**BID DUE BEFORE
2:00 P.M.
January 24, 2012**

Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.

AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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Surveillance Radar Systems Stations

1. 3 Ea Each \$30,860.00 \$ 92,580.00

Harbor Guard 2U Rack-mount PC in accordance to "Surveillance Radar System" specifications dated 01/09/12 (4 pages).

- Intel Core 2 Duo Processor, 1.86MHz (or equal)
- 2GB RAM
- 250MB Hard Drive
- DVD RW Drive
- Windows XP Professional Operating System
- HarborGuard® Primary Application Software with:
- C-Map CM93/3 Electronic Navigation Chart License
- Camera Control Module
- RAdmin Remote Access server license
- Desktop Keyboard
- Desktop Mouse
- Speaker
- 21-inch High Resolution LCD Color monitors

Price to include all charges and fees excluding sales tax.

State Make and Model Quoting: L-3 Klein HarborGuard

REQ. NO.: S-1246
NOTIFY: Don McLaurin
01/11/12
PAGE 2

STATE TIME OF DELIVERY: 120 DAYS AFTER RECEIPT OF ORDER
TERMS 1 % DISCOUNT FOR PAYMENT WITHIN 10 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

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2. 5 Ea

Each \$ 100,006.00 \$ 500,030.00

RadarPro Plus SRT1000 Advanced radar Processor in accordance to "Surveillance Radar System" specifications dated 01/09/12 (4 pages).

- Intel Core 2 Duo Processor, 2.13MHz (or equal)
- 4GB RAM
- 250MB Hard Drive
- DVD RW Drive
- Windows XP Professional Operating System
- **RadarPro™ Application Hardware/Software**
- 1U Monitor/Keyboard assembly for local maintenance and operation
- SRT 25KW X-Band Radar Transmitter/Receiver, 80/40RPM:
- 6 or 9 foot, slotted waveguide antenna
- SRT Adapter Box
- 60 meters cable (SRT 25KW Transceiver to SRT Adapter Box:
- 15 meters cable

Price to include all charges and fees excluding sales tax.

State Make and Model Quoting: L-3 Klein / RadarPro Plus SRT1000

3. 1 Lot

Each \$ 201,720.00 \$ 201,720.00

System Installation, set-to-work, commissioning and training services / Labor in accordance to "Surveillance Radar System" specifications dated 01/09/12 (4 pages).

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BID SUBMITTAL TIMELINESS

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

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

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Rick Wetmore

Title: Program Manager

Telephone No.: 603 893 6131 Ext. 217

Fax No.: 603 893 8807

E-Mail Address: Rick.Wetmore@L-3com.com

24 Hour Contact No.: 603-560-6199

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

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

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

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

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted: No less than one (1) year from completion of commissioning or eighteen (18) months from delivery of equipment, whichever is less.

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 31 December 2012.

NOTIFICATION. The vendor shall notify the Don McLaurin, Harbor Department- Pilot's Station at (310) 732-0432 not less than three (3) days in advance that the equipment is ready for delivery.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Berths 68 (San Pedro, CA) and other locations as specified in specifications.

DELIVERY. SEE SPECIFICATION FOR DELIVERY REQUIREMENTS.

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AUTHORIZED DISTRIBUTOR/DEALER/INSTALLER:

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

Yes:

RH

No:

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

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

ESTIMATED EXPENDITURE:

No guarantee can be given that the full quantities listed will be ordered. Vendor agrees to furnish equal or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

INSURANCE: Contractor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown on the attached Los Angeles Harbor Department Insurance Assessment Request document (Exhibit A). Such proof, except for Workers' Compensation, shall include the following clauses:

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

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INSURANCE PROCEDURES

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA® is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA® include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

Indemnification

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

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

NOTE:

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

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:

 (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$ 1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Harbor Department, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

Auto Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$ 1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

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CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 586994

Class(A, B , C): A, C10, C11 Expiration Date: 31 January 2012

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

INVOICE INSTRUCTIONS

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Port of Los Angeles pertaining to materials and services, which ordered must be mailed to :
Harbor Department, City of Los Angeles
Accounting Section
PO Box 191
San Pedro, CA 90733-0191
2. All invoices MUST HAVE THE PURCHASE ORDER/CONTRACT NUMBERS PROVIDED BY THE ENTITY ORDERING/RECEIVING THE MATERIAL OR SERVICE. Port and Division name (i.e., Port Police, Finance, etc.) must also be provided as part of the ordering requirements. Invoices without division name may delay the payment process due to incomplete information.

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- 3 All invoices WITH INCORRECT OR MISSING PURCHASE ORDER/CONTRACT NUMBERS WILL BE RETURNED TO THE VENDOR.
4. The invoice prices, descriptions and quantities MUST AGREE WITH THE PURCHASE ORDER/CONTRACT LINE ITEMS; otherwise payments will be delayed or will not be made for any items or charges not specified in the Purchase Order/contract (including freight charges, restocking charges, etc. unless specified in the contract. Discounts or payment terms should be printed on the invoices clearly and accurately. It is the Port's goal to take all available discounts being offered by the vendor.
5. Important miscellaneous invoice instructions are as follows:
FREIGHT CHARGES: Freight charges that are authorized in the contract must be invoiced by the Contractor, and not the freight company that made the delivery. Contractor must include a copy of the freight bill to substantiate freight charges on invoice for any freight charges.

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

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SC OEB 30-640133.

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

REMIT TO: NAME: L-3 Communications Klein Associates, Inc.
21901 Network Place
ADDRESS: _____
Chicago, IL 60673-1219 (Lockbox #21901)

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

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PREVAILING WAGE \ PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment\training of apprentices.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

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

CONTRACT TERMINATION. The contract may be terminated in whole or in part without penalty by the Port for its convenience, 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 Port will pay for that portion of work performed.

The Port will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract.

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GRANT FUNDING

"Full or partial funding for this project is provided through the U.S. Department of Homeland Security from the Port Security Grant Program, Round 8; therefore, vendor/contractor agrees to comply with any federal flow down requirement(s), as applicable, in the Code of Federal Regulations and Office of Management and Budget Circulars, including but not limited to Principles for Determining Allowable Cost (2 CFR Part 225), Davis Bacon Act and Labor Provisions (2 CFR Parts 1 and 5, respectively), Non-Procurement Suspension and Debarment (2 CFR Part 1200), and OMB Circulars A-87, A-102, and A-133. Further, vendor acknowledges that the cost share portion from this award is being funded by the State of California Emergency Management Agency through its Proposition 1B grant funds."

DEBARMENT

Special Note for Agreements/Contracts Utilizing Federal Funds:

"The OMB Circular A-133, Suspension and Debarment federal requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000."

Additionally, vendor agrees that its firm is not subject to debarment and suspension to any State, Local or Federal Government Agency.

ETHICS CLAUSE

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Appendix B) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE): It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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BID DUE BEFORE 2:00 PM ON: January 24, 2012

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

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-778

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: January 24, 2012

GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

THE END

No. 285 Rev. 7/11-116

CITY REVISIONS 2/2/2012

**Addendum – Contract No. 39621
Harbor Department Purchasing Officer
Bid No. F-778, Surveillance Radar System – Installation and Training**

Delivery:

In order to comply with the requirement to deliver at least \$200,000 of equipment no later than 31 May 2012 and full completion by 31 July 2012, the Harbor Department shall execute this contract on or before March 1, 2012 and L-3 Klein is allowed to make partial deliveries of equipment.

Insurance:

- Proof of insurance will be a Certificate of Insurance
- Page 6 – Additional Insured – will include the parties under a “blanket” additional insured endorsement
- Page 6 – Notice of Cancellation – the “Certificate of Insurance” shall provide for 30 days notice of cancellation (10 days for non-payment of premium) to be sent to the Harbor Department, attention Risk Management Department
- Page 8 – General Liability – The policy has a \$1 million deductible. The additional insured will be a blanket endorsement and will not be form CG2010 as referenced. The waiver of subrogation endorsement will be a blanket endorsement
- Page 8 – Auto Liability – The policy has a \$500,000 deductible. The additional insured will be a blanket endorsement and will not be form CG2010 as referenced. The waiver of subrogation endorsement will be a blanket endorsement

Surveillance Radar System

General

The Radar system to be acquired shall be installed and upgraded/integrated with the existing radar sites in order to add functionality and capability which will allow the port to implement radar detection throughout the Port of Los Angeles (POLA). The installation must be completed and fully functional by July 31, 2012. The vendor will be responsible for providing all equipment, materials, licenses and labor and also for obtaining all necessary permits related to installation of these radars.

The Radar System is comprised of five (5) remote radar sensors at four (4) sites integrated into a common command and control display. A minimum of three (3) workstations shall be delivered with the system and installed at locations within the Harbor District.

Sensor Locations:

- POLA Warehouse 1 – (Two (2) existing radar sensors to be removed and replaced)
- Radar Tower (Located on Navy Way) – (One (1) existing radar sensor to be removed and replaced)
- Clock Tower (Berth 155) – (one (1) new radar system)
- Badger Bridge (North Tower) – (one (1) new radar system)

Each remote radar sensor site shall include a Small Target Detection X-Band Radar with high performance Radar Processor server that will connect via local area network to the command and control workstation(s) with specific radar display, through management and control application software.

The command and control application shall also provide integration capability that will allow connection, display and control of certain surveillance Pan-Tilt-Zoom (PTZ) cameras and Thermal Infrared (IR) sensors, to allow for quick visual assessment and identification of radar targets. In addition, the command and control application shall have the ability to receive Automatic Identification System (AIS) data inputs and correlate this data with live radar contacts providing local Maritime Domain Awareness.

Small Target Detection Radar

A Small Target Detection Radar comprises an X-Band surface surveillance radar that uses special enhancements and signal processing capabilities that provide early detection and tracking of the smallest surface targets, that may go undetected by other sensor systems. Threat targets that include surface swimmers, floating waterborne improvised explosive devices (WBIED), small personal craft (i.e. kayaks, personal watercrafts, canoes), and small high speed craft are possible targets within the automatic detection and tracking capabilities of the Small Target Detection Radar. In addition, the radar also provides detection and tracking of normal vessel traffic to provide the user with constant location and movement data on all waterborne targets within the coverage area.

X-Band Radar specifications

The Small Target Detection Radar shall be specially adapted marine X-Band radar that has the following specifications:

- (a) Operating Frequency: X-Band, 9375MHz
- (b) Pulse Length/Pulse Repetition Rate: 60ns/3,000 PPS in short range/high resolution mode
250ns/1,500 PPS in long range mode
- (c) Peak Output Power: 25kW max
- (d) Antenna Scan Rate: 80 RPM nominal
- (e) Antenna length: 9ft (6ft for restricted installation space)
- (f) Antenna Horizontal Beam-width: 9ft = 0.9 deg, 6ft = 1.2 deg
- (g) Receiver Noise Figure (system): <5dB
- (h) Receiver Dynamic Range: >100dB
- (i) Programmable transmitter blanking sectors: Two (2) sectors
- (j) Total weight: <100lbs
- (k) AC Power requirements: 90-250VAC, 300W

Advanced Radar Processor specifications

The Advanced Radar Processor shall be a rugged, rack-mounted PC processor that includes high performance Radar Processing hardware/software with the following specifications:

- (a) Operating System: Microsoft Windows XP
- (b) Radar signal A/D conversion resolution: 12-bits, high fidelity
- (c) Processor Channels: Two independent channels, one for image, one for tracker
- (d) Tracker capacity: Up to 1000 tracks per radar scan
- (e) Advanced Processing features shall include:
 - 1) Ordered Statistic CFAR (constant false alarm rate)
 - 2) Pulse Filter
 - 3) Pure Scan Averaging (up to 64 scans)
 - 4) Dual Plot Extractor (one channel for small target detection, a second for fast target detection)
- (f) BIT (built-in test) recording and logging
- (g) Client/Server TCP/IP interface with command and control display application

Command and Control Workstation

A command and control workstation application (C2) shall provide the visualization of port surveillance sensor data on a common operating picture. The C2 shall connect to all remote radar processors and AIS receivers via a TCP/IP network connection. Using a Digital Nautical Chart geographic display background, the C2 shall present superimposed Radar and AIS data on a common screen. It shall be possible for multiple C2 applications, running at different locations, to operate with the Radar and AIS connections simultaneously. The C2 application shall be capable of interfacing with and controlling various surveillance PTZ cameras, providing "slew-to-track" (radar or AIS targets) and "Slew-to-cue" functionality.

C2 specifications:

- (a) Software System Requirements: Compatible with Microsoft Windows OS (XP/Win 7)
- (b) Digital Nautical Chart: C-Map CM93/3
- (c) Tracked Target fusion: The C2 shall have Fusion gates to merge common Radar and AIS tracks into a single onscreen icon
- (d) Radar Image Overlay: The C2 shall have the ability to turn on the high resolution raw radar image
overlay from any and all remote radars. The radar overlay shall have adjustable transparency (opacity).
- (e) Tracked Target Display: The C2 shall display radar track symbol with velocity vector. The velocity vector shall be adjustable in time divisions.
- (f) Manual Slew-to-Track: The C2 shall allow the operator to assign (hook) a remote PTZ camera to any
onscreen radar track and the C2 shall update the camera position (on target) once per radar scan (750ms).
- (g) Automatic Slew-to-track: The C2 shall automatically "hook" a target track when the target violates a threat
or warning zone/rule.
- (h) Threat and Warning Zones: The C2 shall have the ability to enter and store an unlimited number of threat and
warning zones. The zones shall be created using an onscreen drawing tool.
- (i) AIS Track List: The C2 shall maintain a real-time list of all AIS transponder reports. The user
shall have the ability to view the list, sort by vessel name or Maritime Mobile Service Identity (MMSI). The user shall have the ability to search by vessel name. When the vessel listing is selected (double-click), the C2 display shall center the digital chart view to the selected vessel.
- (j) Distance measuring tool: The C2 shall have three distance measuring tools that allow the user to measure the distance and bearing from a selected point

to anywhere on the digital chart screen. The units of measure shall be selectable in yards, meters and nautical miles.

(k) Intercept Tool:
identify

The C2 shall have an Intercept Tool that allows the operator to (onscreen) a security vessel, then select an unknown vessel. The C2 will provide the user with both graphic and textual intercept calculation results (course/speed to intercept).

Additional Deliverables

Documentation

A minimum of the three (3) set of documentation are to be delivered:

- Instruction Manuals
- Installation Guide and interconnection drawings
- Factory Acceptance Test report
- Recommended Spares List
-

Set-to-Work, Commissioning and Training Services

The vendor shall provide a senior Field Engineer to provide on-site support during the Set-to-Work (STW) phase of the installation with support from the vendor's local service representative(s). Upon completion of the STW, the vendor Engineer, along with installation contractor(s) and customer personnel, will conduct the Commissioning of the system and operator and maintenance training.

Deadlines for Delivery, Installation and Completion:

This contract is partially funded by grants which include deadlines which, if not met, will cause City to lose grant funding. Therefore, contractor agrees to deliver to the Harbor Department at least \$200,000.00 of equipment no later than May 31, 2012 and properly invoice for such equipment immediately upon delivery. Failure to do so shall result in reduction of total contract price by the difference of \$200,000.00 and amount delivered by May 31, 2012 and properly invoiced.



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

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:

F778/39621

Date Bid Submitted:

1/23/2012

Description of Contract:

Surveillance Radar Systems Stations

Department:

Los Angeles Harbor Department

BIDDER

Name: **L-3 Communications, Klein Associates, Inc.**

Address: **11 Klein Drive, Salem, NH 03079**

Email (optional): **klein.mail@l-3com.com** Phone: **(603) 893-6131**

PRINCIPALS

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

Name: **Michael T. Strianese**

Title: **Chief Executive Officer**

Name: **Ralph G. D'Ambrosio**

Title: **Chief Financial Officer**

Name: **John Cotumaccio**

Title: **General Manager**

Name: **Steven M. Post**

Title: **Vice President, Secretary**

Name: **Stephen M. Souza**

Title: **Vice President, Treasurer**

☒ additional sheets are attached.

☐ Bidder is an individual with no principals.

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

L-3 Communications Klein Associates, Inc.
Bidder Contributions
CEC Form 55 - Continuation
Bid No. F-778 / Contract No. 39621

PRINCIPALS (Continued from Page 1)

NAME:	ROBERTA DICKEY	TITLE:	VICE PRESIDENT, FINANCE
NAME:	LAWRENCE VAN BLERKOM	TITLE:	VICE PRESIDENT, TAXES AND ASSISTANT TREASURER
NAME:	JOHN M. HILL	TITLE:	VICE PRESIDENT
NAME:	SHEILA M. SHERIDAN	TITLE:	VICE PRESIDENT, ADMINISTRATION



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

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☒ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

Date: 1-16-12

Signature: _____

Name: John Cotumaccio

Title: General Manager

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



communications

Klein Associates, Inc.

11 Klein Drive
Salem, New Hampshire 03079
603-893-6131 Fax: 603-893-8807
Web: www.L-3Klein.com

January 20, 2012

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

Dear Mr. Benitez:

Enclosed is our bid response to Bid No. F-778, Surveillance Radar System – Installation and Training.

L-3 Klein is the manufacturer and supplier of the HarborGuard© waterside surveillance system, the Series 1000 Small Target Detection Radar and RadarPro™ 1000 Plus advanced radar processor. Our bid is in full compliance with the Surveillance Radar System specifications.

Our bid includes the services of our local partners who will provide the installation support:

- Radar Services of Yucca Valley, CA; L-3 Klein's local, authorized HarborGuard Radar system service dealer. Radar Services is also the contractor for LA Pilots supporting their existing radar system.
- Marine Technical Services (MTS) of San Pedro, CA; L-3 Klein's construction contractor responsible for design and installation of radar platforms and associated components at the Badger Bridge and Berth 155 Clock Tower. MTS is a licensed Class A, C10 and C11 Contractor in California.

Thank you for giving us this opportunity. We look forward to hearing from you.

Sincerely,

Rick Wetmore

Program Manager, Maritime Surveillance & Security Systems

Enclosures (3)