

PSGP FY 11, Strategy Matrix

The following matrix is intended as a tool to support the USCG/DHS PSGP Round 11 Precept (Nov 29, 2010).

Port Wide Strategy:	Mobile Cell Tower Data Collection Device
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		WAYS				
		<i>Deter</i>	<i>Detect</i>	<i>Defend</i>	<i>Recover</i>	<i>Continuity</i>
Means	People		Locate person(s) involved in investigations		Provide intelligence and/or arrests to reduce future threats	
	System/Processes				Collection of cell tower data for analysis and tracking of suspect(s)	
	Tools				Stingray II	Regional integration

Identify Risk that this Strategy Mitigates:	Conduct investigations towards the prevention or identification of person(s) involved in an incident or potential incident.
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Areas of Responsibility						
Blue Water	Outside Breakwater	At Breakwater	Inside Breakwater	At Berth	Landside	Beyond
X	X	X	X	X	X	X

Proposed Project & How it supports the strategy:	<p>Provide the Long Beach Police Department with technology to support investigative efforts to gather cell phone evidence and track cell phones used by suspect(s) through this remote capture device. With the use of cell phones by almost everyone these days, the ability to track down users of cell phones is an invaluable tool.</p> <p>There are a limited number of these devices in the region.</p>
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***Additional
Information:***

Acquisition consists of a [REDACTED] and the tracking equipment contained within the [REDACTED].

Cost is preliminary estimated at \$489,000

City Manager Purchasing Approval Form

CM No: 4194

This form is to request City Manager approval for purchases over \$25,000 but not exceeding \$95,000 as required by Administrative Regulations, Financial Policies and Procedures. This form does not replace the Sole Source Memo.

Description of Purchase:
Cellular network equipment for use in police investigations

Frequency of Purchase: One-time Term Order Renewal

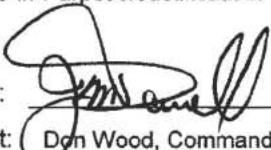
Justification for Purchase:
There are only two vendors in the U.S. who make this technology. One is designed and geared for military and the other is for law enforcement. The vendor selected, Harris Corp is used within the region allowing interoperability between systems and was designed for law enforcement. Selecting the other vendor would now allow for interoperability between law enforcement and is a more difficult system to utilize. This purchase is being funded through a Port Security Grant. The Fiduciary Agent Office of the Marine Exchange of Southern California has reviewed this sole source purchase and approved it. Letter attached.

Timing Consideration:
This project is a Port Security Grant and purchases need to be completed by December 2013

Service Level Impact If Not Approved:
If not approved we would lose a valuable tool in police investigations.

Requestor Information: **Budgeted:** Yes No

I certify that this purchase will not cause my department to exceed the \$95,000 threshold for goods or services as specified in the purchase order. Please attach a FAMIS print screen identifying the index code and subobject where the funds for this purchase are budgeted. I understand that unbudgeted purchases must receive prior approval from the City Manager. Please attach approval memo. If a new revenue source is involved, specify in Purpose/Justification and list index code(s) and subobject(s). If requesting department is a service provider, also indicate department(s) for which purchase is being made in Purpose/Justification. **The Department Director or his/her Acting replacement must sign this form.**

Director: Chief Jim McDonnell Signature: 
Department: Police Department Department Contact: Don Wood, Commander x7449


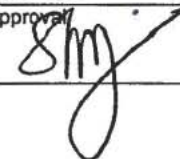
Vendor Information Vendor Name (if known): Harris Corp. 05

Purchasing Division completes this section, unless department is requesting a sole source or exception to policy. If so, the department completes this section. Note: Department may opt to pursue sole source or exception to policy, as outlined in AR 23-3 or AR 8-4, by attaching an Exception to Policy request to this form detailing the justification and requesting approval. If professional services, refer to "Professional Services Checklist" (located on the Purchasing intranet site: <http://clbnet/purchasing>) and submit all required documents with this form.

Long Beach Business: Yes No Business Type: MBE WBE SBE
Minimum of 3 businesses contacted Yes No ITB/RFP/ETP #: _____

ADPICS Information Initiation Dept / Organization Code: PDSUDC

Requisition, Change Order or Bid #: RQPD14-16 PO Number: _____
Amount: \$ 467,000.00 Total Amount (if CO): \$ _____ Term Dates: Start 10/1/13 End 9/30/14
Index Code(s) PD10PSGP11 Subobject (s): 350009
Fund No: Special Revenue 120 Project / Grant No.: LBPSGP11LPDP

Technology Services Approval  Date _____ Homeland Security Grant Approval _____ Date 10/30/13
City Purchasing Agent Approval  Date _____ Buyers Initials mk Date _____
City Manager Approval _____ Date 10.10.13



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

CONFIDENTIAL

PURCHASE ORDER

PAGE: 1

CONFIDENTIAL

DATE: 11/04/2013
 ** ORIGINAL **

CONFIDENTIAL

PO NUMBER: POPD14000011

VENDOR:

HARRIS CORPORATION

 1025 W NASA BLVD
 MELBOURNE, FL 32919

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

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

SHIP TO:
 DEPUTY CHIEF
 POLICE DEPARTMENT

 400 W. BROADWAY
 LONG BEACH, CA 90802
 (562) 570-7236

VEN CONTACT: SUSAN D [REDACTED] | VENDOR TEL: (321) 258-9631

DISCOUNT TERMS: NET 30	FREIGHT CARRIER:	F.O.B.: DEST
DELIVERY REQUIRED 11/30/2013	DEPT. CODE PDSUDC	REQ NO. RQPD14000016

ISSUED UNDER CONTRACT NO:
 BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	208-37	1.00	EA	466,380.6000	466,380.60
PER QUOTE QTE6779-03839					

COMMODITY LINE TOTAL	466,380.60
TAX TOTAL	0.00
GRAND TOTAL	466,380.60

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE

(CONTINUED ON NEXT PAGE)



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

PURCHASE ORDER

PAGE: 2

DATE: 11/04/2013
 ** ORIGINAL **

PO NUMBER: POPD14000011

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

OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.

- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

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

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

11 - 04 - 2013

--- END OF DOCUMENT ---

AUTHORIZED SIGNATURE



EXCEPTION TO POLICY REQUEST FORM

This form is to be used when a department requests approval to purchase product(s) or service(s) that range from \$10,000 and do not exceed \$95,000, and the requesting department believes that the competitive bid process is not warranted. For further details refer to Administrative Regulation AR23-3. Requests for Exception to Policy shall be on a fiscal year basis. The request must be signed by the Division/Bureau Manager.

Submit the completed form to: City Purchasing Agent, Department of Financial Management, Purchasing Division, 333 West Ocean Blvd., Long Beach CA 90802. The signed form must be retained in the Purchasing file. If requester has questions, contact Erik Sund, Department of Financial Management, Purchasing Division at 562.570.6663 or Erik_Sund@longbeach.gov.

DEPARTMENT NAME: Police	FISCAL YEAR (FY): FY14
DIVISION NAME: Gang and Violent Crimes Division	ESTIMATED FY EXPENDITURE: \$ 467,000.00
TERM OF AGREEMENT:	
RENEWAL OPTION: N/A 1st renewal 2nd renewal	

VENDOR NAME: Harris Corp
VENDOR ADDRESS: P.O. Box 9800, Melbourne, FL, 32902

DESCRIPTION OF EACH PRODUCT AND/OR SERVICE REQUESTED AS AN EXCEPTION: For each product and/or service in this request, provide a detailed description, the estimated number of transactions in the FY, and the estimated expenditure for the FY. Attach additional page(s) if needed.		
Description of Product or Service Category	Estimated number of Transactions	Estimated Average Dollar Value per Transaction
Cellular network equipment	1	467,000.00

AN EXCEPTION IS REQUESTED BECAUSE: Explain why the purchase cannot be procured using the City of Long Beach's competitive bid process, so that the item can be procured based on current Department of Financial Management purchasing policies and procedures. Attach additional page(s) if needed.

There are only two vendors in the U.S. who make this technology. One is designed and geared for military and the other is for law enforcement. The vendor selected, Harris Corp is used within the region allowing interoperability between systems and was designed for law enforcement. Selecting the other vendor would not allow for interoperability between law enforcement and is a more difficult system to utilize.

This purchase is being funded through a Port Security Grant. The Fiduciary Agent Office of the Marine Exchange of Southern California has reviewed this sole source purchase and approved it. Letter attached.

CERTIFICATIONS


I certify that:

- Total cost for each purchase will not exceed \$95,000.
- Purchase will not be split to circumvent the Department of Financial Management's established policies and procedures.
- Purchase will be made from local business vendor(s), when practical.
- Purchase will be rotated among all vendors offering the product/service in the purchasing area, when practical.
- Purchase for approved "services" will comply with all service certification requirements.
- If purchase is for Professional Services, Professional Services Background Information Sheet is required.

1. Department Contact Person (Required)

<u>Lloyd Cox</u>	<u>562 570-7003</u>	<u>Lloyd.Cox@longbeach.gov</u>
Dept Contact Person (printed)	Phone Number	Email Address

2. Bureau Manager Approval Signature (Required)

<u>David Hendricks, Deputy Chief</u>	<u></u>	<u>9/30/13</u>
Division/Bureau Manager (printed) Signature	Signature	Date
<u>562 570-7350</u>	<u>David.Hendricks@longbeach.gov</u>	
Phone Number	Email	

- 3. Purchase exceeds \$10,000 but does not exceed \$25,000: City Purchasing Agent can approve.**
 Purchase exceeds \$25,000; City Manager must approve; City Manager Approval Form attached.
 (Department of Financial Management will return completed form to Department Contact for distribution.)

Approved. The purchase of product(s) and/or service(s) described above is approved as an Exception to Policy for the specified Fiscal Year(s).

<u></u>	<u>10/30/13</u>
Buyer Signature	Date
<u></u>	<u>10-31-13</u>
City Purchasing Agent/City Manager Signature	Date

Not Approved. Reason: _____



Harris Purchase
Lloyd Cox to: Michelle King

10/30/2013 02:42 PM

Michelle,

Per our conversation, could you please note in your file that should your office ever receive a PRA for this purchase that your office should not disclose or release any documentation without first contacting the Office of the Chief of Police. We would then discuss it further with the city attorney for an exception under California law to prevent the release of any documentation.

Please feel free to contact me if you have any questions.

Lloyd Cox

Lieutenant, Crimes Against Persons

Long Beach Police Department

400 West Broadway, Long Beach, CA 90802

Long Beach Police Department

Office: 562.570.7003



"LBPD - ONE TEAM, ONE MISSION"



nixle



Harris Proprietary

Quote	QTE6779-03839
Date	9/19/2013
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HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
 Long Beach Police Department
 Agent Mike Hynes
 michael.hynes@longbeach.gov
 lloyd_cox@longbeach.gov
 400 W Broadway
 Long Beach CA 90802

Ship To:
 Long Beach Police Department
 Agent Mike Hynes
 michael.hynes@longbeach.gov
 400 W Broadway
 Long Beach CA 90802

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. **THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION**, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE Purchasing these products is contingent on authorization and approval of the FBI NDA.	*			\$0.00
		NOTE Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			\$0.00
		NOTE The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA No is referenced on your PO.	*			\$0.00
1		[REDACTED]	EA		\$169,602.00	\$169,602.00
1		[REDACTED]	EA		\$16,915.00	\$16,915.00
1		[REDACTED]	EA		\$18,419.00	\$18,419.00
1		[REDACTED]	EA		\$18,419.00	\$18,419.00
		NOTE Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.	*			\$0.00



Harris Proprietary

Quote	QTE6779-03839
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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	MT-████	Maintenance █████	EA		\$26,705.00	\$26,705.00
1	MT-████	Maintenance █████	EA		\$1,914.00	\$1,914.00
1	MT-████	Maintenance █████	EA		\$1,914.00	\$1,914.00
1	MT-████	Maintenance █████	EA		\$1,914.00	\$1,914.00
	NOTE		*			\$0.00
	The items quoted below are Catalog Priced Items and are not available on the GSA Contract.					
1	████████████████████	████████████████████	EA		\$38,400.00	\$38,400.00
	████████████████████ expected delivery date is July 2014.					
1	MT-████	Maintenance █████	EA		\$5,000.00	\$5,000.00
3	2009523-101	Laptop PC	EA		\$3,500.00	\$10,500.00
1	████████-SW	████████ Software	EA		\$22,000.00	\$22,000.00
1	████████-SW	████████ Software	EA		\$22,000.00	\$22,000.00
1	████████-SW	████████ Software	EA		\$22,000.00	\$22,000.00
	Purchasing this software is contingent on authorization and approval of the FBI NDA.					
1	████████-SW	████████ Software	EA		\$20,000.00	\$20,000.00



Harris Proprietary

Quote	QTE6779-03839
Date	9/19/2013
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HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov lloyd_cox@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[REDACTED]	[REDACTED]	EA		\$8,625.00	\$8,625.00
	Item [REDACTED] is not a Harris product and therefore we offer no warranty on this product. Contact the Manufacturer [REDACTED] for any warranty information that may be available.					
4	TRAIN-WC [REDACTED]	Training - West Coast [REDACTED] Training.	EA		\$6,800.00	\$27,200.00
	NOTE	Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.	*			\$0.00
	NOTE	After PO is issued, please call 1-800-358-5297 or 1-321-309-7535 to schedule training. Please have your Purchase Order number ready when you call as it will be necessary for scheduling.	*			\$0.00
	NOTE	Customer must provide training facility with LCD projector	*			\$0.00
	NOTE	Customer must provide their equipment to be used during the training sessions.	*			\$0.00



Harris Proprietary

Quote	QTE6779-03839
Date	9/19/2013
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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE Customer must provide a [REDACTED] for field mission training (if applicable)	*			\$0.00
		NOTE Delivery is 90 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

Remit Payment To:		
Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: [REDACTED] ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# [REDACTED]

Subtotal	\$431,527.00
Misc	\$0.00
Tax	\$34,853.60
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$466,380.60



Port of
LONG BEACH
The Green Port

July 19, 2013

Captain Ghalib Tikari
Program Manager
Fiduciary Agent Office
Marine Exchange of Southern California
1249 Pier F Ave.
Long Beach, CA 90802
via Email

Dear Captain Tikari:

In September 2012, the Port of Long Beach was authorized to pursue sole source procurement with Harris for equipment and Future Concepts for installation for the cell network [REDACTED] portion of our FY 2011 Private Cell Network project. The Long Beach Police Department spent the intervening months negotiating with Harris and Future Concepts. During that period of time, Future Concepts became unresponsive, over-priced and difficult to work with for both LBPB and Harris. Currently, Harris is in the process of severing ties with Future Concepts and no longer supports them as their west coast integrator. As a result, Harris advised LBPB to use their east coast integrator, [REDACTED] for the installation portion of the project. The Port of Long Beach is now requesting an amendment to our original sole source procurement request (see below). Specifically, the Port of Long Beach is requesting authorization to pursue sole source procurement with Harris for equipment and [REDACTED] for installation, as [REDACTED] is now the only accepted installer for the Harris equipment.

Please feel free to contact Charlene Wynne should you have questions or need additional information.

Sincerely,


Randy D. Parsons
Director of Security

Attachment: Sole Source Request dated September 13, 2012

Wynne, Charlene

From: Ghalib Tikari [gtikari@mxsocal.org]
Sent: Monday, September 17, 2012 9:46 AM
To: Wynne, Charlene
Cc: Thunell, Johanna; 'Kevin Groves ('kevin.groves@fema.gov')'; Ghalib Tikari; Laurie Williamson
Subject: RE: Request for Sole Source Procurement - FY 11 Cell Network Project

Charlene,

I see no problem here. Pls go ahead.

Thks rgds

Capt. Ghalib Tikari
Program Manager
Fiduciary Agent Office
MARINE EXCHANGE OF SOUTHERN CALIFORNIA
Tel: (562) 283-7959 / 7960
Mob: (310) 962-2925

Confidentiality notice: The information contained in this email message including attachments is confidential and is intended only for the use of the individual or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any use, unauthorized dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete immediately or if any problems occur with transmission, please notify me immediately by telephone. Thank you.

From: Wynne, Charlene [mailto:charlene.wynne@polb.com]
Sent: Monday, September 17, 2012 8:51 AM
To: Ghalib Tikari
Cc: Laurie Williamson; Thunell, Johanna
Subject: Request for Sole Source Procurement - FY 11 Cell Network Project

Please see the attached request for sole source procurement for the FY 11 Cell Network Project.

Charlene Wynne
Administration & Grants Coordinator

wynne@polb.com
562.283.7816 (office)
562.619.4600 (cell)
www.polb.com





Port of
LONG BEACH
The Green Port

September 13, 2012

Captain Ghalib Tikari
Program Manager
Fiduciary Agent Office
Marine Exchange of Southern California
1249 Pier F Ave.
Long Beach, CA 90802

Dear Captain Tikari:

The Port of Long Beach was awarded \$1,800,000 in the FY 2011 Port Security Grant Program to create a robust, private cellular network for first responders. This project is crucial to the overall security of the Port. The private cell network expands port recovery and resiliency capabilities by establishing a means to communicate by voice as well as provide for video and data streaming which will enable port security units to maintain awareness of the domain and detect, respond to and recover from attacks. This project strengthens preparation for threats and provides for resiliency of key maritime domain awareness and communications capabilities.

A critical component of this project involves the procurement of a fully-equipped cell network [REDACTED] for use by Long Beach Police Department and other regional first response partners engaged in anti-terrorism missions. The highly specialized equipment includes: [REDACTED] to provide special capabilities to anti-terrorism teams. There are only two manufacturers that make this type of equipment in the United States. Long Beach Police Department subject matter experts reviewed the products offered by both companies and determined that Harris is the only company that provides the type of equipment required for this project. While the other company designs equipment for military operations, Harris equipment is designed for use by law enforcement personnel. In addition to being much more user-friendly, the equipment designed by Harris is the *only* equipment that is interoperable with other local agencies. Interoperability is essential for this project as the [REDACTED] will become a regional asset that can be used by the Port's local law enforcement partners. Therefore, the Port is requesting permission to pursue sole source procurement from Harris for the equipment. Additionally, Harris only contracts with one integrator for installation of their equipment – Future Concepts. Thus, the Port is requesting permission to pursue sole source procurement from Future Concepts, as well. Future Concepts will provide the [REDACTED] to house the equipment, as well as installation services for the software, [REDACTED].

September 13, 2012
Page -2-



As mentioned above, this project is essential to maintaining the Port's overall security posture. This particular equipment will greatly assist law enforcement in domain awareness, detection, response and recovery efforts. We appreciate your consideration of our request to pursue sole source procurements with both Harris (for equipment, software, maintenance and training) and Future Concepts (for installation of hardware, and software). Please feel free to contact Charlene Wynne at (562) 283-7816 should you need additional information.

Sincerely,



Sean C. Strawbridge
Managing Director
Trade Development and Port Operations

RQPD1400016 10/31/2013

PCHL2100 V5.1 ***** CITY OF LONG BEACH ADPICS ***** 10/31/2013
LINK TO: REQUISITION HEADER ENTRY 2:55 PM

REQ ID : RQPD1400016 DOC TYPE: RQ DUE DATE: 10/31/2013 INTF TYPE: RQ
ACTION IND: N REQ/JT : R EFF DTE : 10/31/2013 WHSE :
DEPARTMENT: PDSUDC DEPUTY CHIEF CHANGE NO:
CONTACT : LT. LLOYD COX STATUS: NOPT
TELEPHONE : 562-570-7003 NOTE PAD: Y (Y/N) CREATE: 10/31/13
REQUISITION TOTAL : 466,380.60 UPDATE: 10/31/13
REQ NET TOTAL : 466,380.60 POST :
SPND : N

USER DEFINED 20 : USER DEFINED 1A:
REQ TITLE : HARRIS CORP
RECOMMENDED VENDOR :
BLANKET PO ID/SCHED: / TERMS ATTACHED : N (Y/N)
BUYER ID : SPLIT CAPABILITY : Y (Y/N)
DISTRIBUTION METHOD: S (S,M,P) CREDIT IND : N QUOTES : N (Y/N)
SFX INDEX SUBOBJ USERCODE PROJCT PRJDTL GRANT GRNTDTL PERCENT
01 PD10PSGP11 350009 LBPSGP 11LPDP

PCHL2110 V5.1 ***** CITY OF LONG BEACH ADPICS ***** 10/31/2013
LINK TO: REQUISITION DETAIL ENTRY 2:55 PM

REQUISITION ID: RQPD1400016 LINE NO: 001 BPO LN: BUYER: N/A
COMMODITY : 208-37 SOFTWARE; DATABASE
QUANTITY : 1.00 STATE TAX : LOCAL TAX :
PURCHASE U/M : EA UNIT COST : 466,380.6000
EST TOTAL COST: 466,380.60
BLOCK FUNCTION: (SPEC ID TO COPY, ISRT, DLET, DUP)
SPECIFICATION INFO BLOCK 000 OF 000
<

PCHL9100 ***** CITY OF LONG BEACH ADPICS ***** 10/31/2013
LINK TO: ELECTRONIC NOTE PAD 2:54 PM

REQ HEADER ENT 2100 DOCUMENT ID : RQPD1400016 PAGE 01 OF 01

PORT SECURITY GRANT PROGRAM FUNDED PURCHASE, ROUND 2011. APPROVED CMAF AND
ETP WITH PURCHASING

APPROVED BY: DEPUTY CHIEF LAURA FARINELLA
FUNDING SOURCE: SPECIAL REVENUE / PS10PSGP11 - PORT SECURITY GRANT



CITY OF LONG BEACH

POLICE DEPARTMENT

400 WEST BROADWAY • LONG BEACH • CALIFORNIA 90802 • (562) 570-7260 • FAX (562) 570-7114

Jim McDonnell
Chief of Police

November 6, 2013

Brian W. [REDACTED]
Harris Corporation, GCS
1025 W NASA Boulevard
Melbourne, FL 32919

Re: Delivery Date for Purchase Order POPD14000011

This letter is formally waiving the required delivery date of 30 November 2013 as was stipulated on the original purchase order. The City of Long Beach can accept partial deliveries, and partial invoices, for hardware delivered and services rendered.

Both the City of Long Beach and Harris understand that Harris will make commercially reasonable efforts to supply all items ordered as soon as available and practical to the Department's mission

Sincerely,

John Keisler
Chief Financial Officer
Long Beach Police Department

Attachments

cc: Commander Donald Wood
Lieutenant. Lloyd Cox



HARRIS CORPORATION

Government
Communications Systems
P.O. Box 37
Melbourne, FL USA 32902-0037
phone 1-321-727-9100
www.harris.com

September 17, 2013

Michael Hynes
Agent
Long Beach Police Department
400 W. Broadway
Long Beach, CA 90802

Subject: Sole Source Justification and Price Reasonableness

To Whom It May Concern:

Harris Corporation, Government Communications Systems acting through its Wireless Products Group in Melbourne, Florida ("Harris") offers a comprehensive line of cellular transceiver equipment, accessories, training and maintenance for exclusive use by Government and Law Enforcement Agencies and is protected under USC Title 18. Harris developed the equipment and maintains exclusive ownership rights to its designs and software code. The designs and software code are considered Harris' proprietary information. Disclosure of Harris' proprietary information, including but not limited to posting said proprietary information on public websites, is strictly prohibited by certain confidentiality agreements.

Harris is the only source and supplier in the world for the RayFish® Products.

Harris maintains an internal price list for its product line. Any quotes provided by Harris use the standard domestic prices contained on the internal price list. Harris' standard domestic prices are the same prices charged to all Government and Law Enforcement customers. In addition, customers who are authorized to purchase off the General Services Administration ("GSA") Contract can use GSA Contract number GS-35F-0283J for applicable Harris products. In accordance with GSA Contract terms and conditions Harris can only offer its prices off GSA Contract number GS-35F-0283J to authorized agencies.

If you have any questions or require any additional information, please contact the undersigned at 321-258-9631 or by email at susan.██████████@harris.com

Sincerely,

Susan D. ██████████

Digitally signed by Susan D. ██████████
DN: cn=Susan D. McCreedy, o=Harris Corporation,
ou=C45R / WPG, email=susan.mcCreedy@harris.com,
c=US
Date: 2013.09.17 08:40:54 -0400

Susan D. ██████████

Western Regional Account Manager
Harris Corporation, WPG Products

assuredcommunications®

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

- a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
- b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
- c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
- d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
- e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
- f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems.
- g. **"Maintenance Agreement"** means a separate agreement for maintenance of the Items procured hereunder; such services are not included in this Agreement.
- h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
- i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
- j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
- k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
- l. **"Software"** means software and firmware, including all copies provided to Customer.
- m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customers obligation to protect Equipment, Software and Services information includes, but not limited to, the names of specific products, pricing, technical and performance data. The customer shall not disclose, distribute, or disseminate any information regarding Customers purchase or use of Harris Equipment to the public in any manner including but not limited to: in press releases, in court documents and/or proceedings, internet, or during other public forums or proceedings.

The Customer warrants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Customer also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Customer shall not transfer, sell or assign the Equipment and/or Software without the prior written consent of Harris. The customer shall not in any civil or criminal proceeding, use or provide any information concerning Harris Equipment and/or Software beyond the evidentiary results obtained through the use of Equipment and/or Software without the prior written consent of Harris. The Customer shall notify Harris if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process to disclose information regarding Harris Equipment and/or Software.

- a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. Proposal/Quote Validity. Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. Acceptance – Modification of Terms. The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. Taxes. All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. Shipping and Delivery. Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

8. Payment Terms.

- a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
- b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

9. Annual Maintenance Agreement. Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
- b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- c. For Software Maintenance Agreements Harris will provide notification of and free access to Software upgrades as defined in the maintenance agreement.

10. Equipment Return Policy.

- a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.
- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.

d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA number. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment shows evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to Harris without the prior written authorization of Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- i. Acts of God.
- ii. Physical impact, crash or foreign object damage.
- iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
- iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect
- v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.
- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.
12. **Repairs.** To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.
- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.
- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.
13. **Software License.**
- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either

- Procure for Customer the right to continue using the Equipment;
- Replace it with a substantially equivalent non-infringing equipment;
- Modify it so it becomes non-infringing but substantially equivalent; or
- If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life

b. The foregoing indemnity does not apply to the following:

- Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
- Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
- Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
- Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.

d. All Inventions are and shall at all times remain Harris' confidential or proprietary information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or

**HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS
TERMS AND CONDITIONS OF SALE FOR DOMESTIC
WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES**

source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris

HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. Limitation of Liability. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY), IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. Applicable Law, Venue, and Jurisdiction. The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. Jury Waiver. Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. Assumption of Risk. Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.

25. Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.



**HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS
TERMS AND CONDITIONS OF SALE FOR DOMESTIC
WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES**

h. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.

i. English Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. GSA. All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. Survivability. The following provisions shall survive the completion or termination of this Agreement: Section 2 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. Entire Agreement. The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCS

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date

Harris WPG May 2013

Michael Hynes

From: Lloyd Cox
Sent: Sunday, August 24, 2014 12:02 PM
To: [REDACTED] Raymond
Cc: Michael Hynes
Subject: RE: Maintenance
Attachments: Lloyd Cox.vcf

Thanks for the info. I agree that the [REDACTED] should keep the same maintenance schedule as the other components if you can make a note of that in your file.

On a side note, can you update my email address its Lloyd.Cox@longbeach.gov. The city is getting rid of the one you are using.

Mike, Can you see the question below re the [REDACTED] and respond to Raymond.

thanks

Lloyd Cox, Lieutenant
Crimes Against Persons



Long Beach Police Department
400 W. Broadway
Long Beach, CA 90802
562 570-7003

Lloyd Cox
400 W. Broadway
Long Beach, CA 90802
562 570-7003
400 W. Broadway
Long Beach, CA 90802

From: [REDACTED], Raymond [mailto:[REDACTED]@harris.com]
Sent: Thursday, August 21, 2014 8:41 AM
To: lloyd_cox@longbeach.gov
Subject: Maintenance

Lt,
Here is answer to your question: Since your [REDACTED] was at [REDACTED] for integration and you had no access to your gear we are using a start date of June. The [REDACTED] is not covered by our maintenance agreements. The [REDACTED] clock will start when it ships, hopefully in mid-to-late September. Although it will still be in effect when your other components are expiring, I would suggest renewing all your components at the same time. This greatly simplifies the process and prevents a single component from falling out of protection. Also, could you have Mike or someone send me the serial number on the loaner [REDACTED] please? I need to confirm which one you have.

Here are the revised dates:

Product	Serial #	Expiration Date
[REDACTED]	[REDACTED]	06/30/2016
[REDACTED]	[REDACTED]	06/30/2016
[REDACTED]	[REDACTED]	06/30/2016

06/30/2016

Let me know if you have questions...

Thx

ray

Ray [REDACTED]

Wireless Products Group

Southwestern Region Account Manager

[WPG Premier Website](#)

480.231.9466

[raymond.\[REDACTED\]@harris.com](mailto:raymond.[REDACTED]@harris.com)



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Michael Hynes

From: William Norris
Sent: Friday, August 22, 2014 9:00 AM
To: Wynne, Charlene
Cc: Michael Hynes
Subject: RE: Charge points for FY FY2012 & 2013 PSGP Cost Share

Got it,

The initial JV was \$580,340.81. There will be one last JV on the project for 17,948.91. I'll likely have this ready by the middle of next week (just waiting for the vendor to cash the check so proof of payment can be included)

Thanks,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377

From: Wynne, Charlene [mailto:charlene.wynne@polb.com]
Sent: Friday, August 22, 2014 8:46 AM
To: William Norris
Cc: Michael Hynes
Subject: RE: Charge points for FY FY2012 & 2013 PSGP Cost Share

Hi Will -

Il know there are a lot of balls in the air. To be more clear... I'm specifically referring to the project being handled by Lt. Cox and Detective Haynes. Funded by the POLB FY 11 PSGP Private Cell Network Project.

Charlene

From: William Norris <William.Norris@longbeach.gov>
Sent: Friday, August 22, 2014 8:33 AM
To: Wynne, Charlene
Cc: Michael Hynes
Subject: RE: Charge points for FY FY2012 & 2013 PSGP Cost Share

Hi Charlene,

Can you clarify your question? Perhaps this is better explained over the phone.

Are you asking about the Harris Corp purchase? The email chain is somewhat confusing as it references FY12 & FY13 cost share, but I think you're asking about a PSGP11 project.

Thanks for confirming,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377

From: Wynne, Charlene [<mailto:charlene.wynne@polb.com>]
Sent: Thursday, August 21, 2014 2:47 PM
To: Michael Hynes; William Norris
Cc: Lloyd Cox; Eric Ledesma; John Keisler; John.Wills-polb
Subject: RE: Charge points for FY FY2012 & 2013 PSGP Cost Share

Hi guys –

Can you please confirm for me the total cost you expect to incur for this project?? The two PO's provided by Lloyd in the past totaled \$598K. Is there more? If so, how much? We are ready to go to contract on our portion of this project and we need to confirm the available funding ASAP.

Thanks!

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]
Sent: Saturday, July 19, 2014 10:59 AM
To: William Norris
Cc: Lloyd Cox; Eric Ledesma; Wynne, Charlene; John Keisler
Subject: Re: Charge points for FY FY2012 & 2013 PSGP Cost Share

Lt Cox is gone till the first week in August. Im in on Monday and will take care of it then

Sent from my iPhone

On Jul 18, 2014, at 1:14 PM, "William Norris" <William.Norris@longbeach.gov> wrote:

Hello Lt. Cox and Det Hynes,

As soon as possible, I need the back-up for the Harris Corp purchase (ie purchasing packet with CMAF etc.). This project's budget resides in the Harbor Department and needs to be transferred there.

The project's costs are currently "parked" in PD's portion of PSGP11 and are therefore taking up space (\$450k worth). As the PSGP11 deadline approaches, it is extremely important that this expenditure is removed or it will displace other projects, **resulting in lost funds.**

I apologize for the rushed nature of this request. However, it was not communicated to me where this project was actually being charged until last Wednesday.

Thanks for your assistance,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov

562-570-6377

From: Wynne, Charlene [<mailto:charlene.wynne@polb.com>]
Sent: Wednesday, July 16, 2014 2:40 PM
To: William Norris
Cc: John.Wills-polb; Eric Ledesma
Subject: Charge points for FY FY2012 & 2013 PSGP Cost Share

Good Afternoon Will –

I wanted to clarify for you the process for reimbursement of cost share that the Port has agreed to pay on behalf of the Police Department for FY 12 PSGP and FY 13 PSGP projects. Since the Harbor Department operates under a separate fund than the Police Department and we need to make sure we have solid documentation on hand for all expenditures, we need PD to provide a complete reimbursement package for the grant projects cost share expenses. PD will need to provide copies of the following documents.

- Project Description with approved Project Budget with Award portion and Cost Share Portion Identified
- Paid invoices associated with each project
- Proof of payment of invoices for each vendor associated with each project
- Proof of reimbursement requested from the grantor
- Proof of reimbursement received from the grantor
- A summary sheet showing how the back up documents add up to the cost share being requested via JV.

Once all the documentation has been provided, we will review it, and then process the JV.

If you send me a draft JV I will fill in the charge points and send it back to you.

Charlene Wynne | Manager of Administration & Grants
Port of Long Beach Security Division | 1249 Pier F Avenue | Long Beach, CA 90802
Office: 562.283.7816 | charlene.wynne@polb.com | www.polb.com
<image001.jpg>

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From: Arlen Crabtree [<mailto:Arlen.Crabtree@longbeach.gov>]
Sent: Wednesday, July 16, 2014 8:57 AM
To: Wynne, Charlene; Wills, John
Cc: April Tomecko
Subject: FW: Charge points for FY2012 & 2013 PSGP

Good morning both,

Please provide the charge point for PSGP cost share (12/13) to April Tomecko at Fire at your first convenience. She will be processing the JV to Harbor.

Thank you,

Arlen

Arlen Crabtree
Grant Coordinator
Department of Disaster Preparedness & Emergency Communications
562.570.9252

From: April Tomecko
Sent: Wednesday, July 16, 2014 8:44 AM
To: Arlen Crabtree
Subject: Charge points for FY2012 & 2013 PSGP

Hi Arlen,

Attached is your email. I haven't received any info from Charlene and not sure what I'm supposed to do.

thx

April Tomecko
April.Tomecko@longbeach.gov
562-570-2570 FAX 562-570-2506

From: fd_mailroom@longbeach.gov [mailto:fd_mailroom@longbeach.gov]
Sent: Wednesday, July 16, 2014 9:34 AM
To: April Tomecko
Subject: Message from KMBT_652

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Michael Hynes

From: [REDACTED], Susan [REDACTED]@harris.com>
Sent: Wednesday, August 13, 2014 5:15 AM
To: Michael Hynes
Subject: RE: Harris Corporation Payment Status
Attachments: INV6779-04197 LONGBEACH.pdf

Michael:

My fault. Lisa sent me this yesterday and I forgot to forward on to you. Brian sent me a very nasty email yesterday and I was so pissed I forgot to send you the invoice.

Please let me know if you need anything further.

Susan

SUSAN D. [REDACTED]
Southeastern Account Manager
Harris Corporation
Wireless Products Group, North Carolina
susan.[REDACTED]@harris.com
321-258-9631
321-409-6975 (e-fax)
Visit our WPG Premier Web Site at:
<https://premier.harris.com/wpg>

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From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]
Sent: Tuesday, August 12, 2014 10:12 PM
To: [REDACTED], Susan
Subject: RE: Harris Corporation Payment Status

Any feedback from Brian [REDACTED] regarding the outstanding 16k invoice. I need him to generate that invoice and get it to me ASAP so I can hand carry it thru the financial process and gets checks issued.

We are closing out budget year and technically all invoices were to be paid in full to vendors at the close of last week. The CFO granted me an exception to the policy but I need it here by tomorrow so I can get it handled.

Thanks friend

From: [REDACTED], Susan [mailto:[REDACTED]@harris.com]
Sent: Monday, August 11, 2014 6:00 AM
To: Michael Hynes
Subject: FW: Harris Corporation Payment Status

Mike:

It was great seeing you San Diego last week.

Received this email from our friend [REDACTED]. Could you please check on payment status for me?

Thanks my friend. Hope you're home nightmare is coming to a close and you'll be moving into a home with shower and commode soon ☺

Stay safe

Susan

SUSAN D. [REDACTED]
Southeastern Account Manager
Harris Corporation
Wireless Products Group, North Carolina
susan.[REDACTED]@harris.com
321-258-9631
321-409-6975 (e-fax)
Visit our WPG Premier Web Site at:
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From: [REDACTED], Brian
Sent: Monday, August 11, 2014 8:57 AM
To: [REDACTED], Susan
Cc: [REDACTED], Lin
Subject: RE: Harris Corporation Payment Status

FYI, invoice INV6779-04197 in the amount of \$16K remains past due.

Thanks,
Brian [REDACTED]

From: [REDACTED], Susan
Sent: Wednesday, July 16, 2014 12:11 PM
To: [REDACTED], Brian
Cc: Vinson, Lin
Subject: RE: Harris Corporation Payment Status

I'll talk to him.

SUSAN D. [REDACTED]

Southeastern Account Manager
Harris Corporation
Wireless Products Group, North Carolina
susan.[REDACTED]@harris.com
321-258-9631
321-409-6975 (e-fax)
Visit our WPG Premier Web Site at:
<https://premier.harris.com/wpg>

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From: [REDACTED] Brian
Sent: Wednesday, July 16, 2014 11:34 AM
To: [REDACTED], Susan
Cc: [REDACTED], Lin
Subject: RE: Harris Corporation Payment Status

Susan,

We received payment, thank you.

Now invoice with number INV6779-04197 in the amount of \$16,000 is 30-60 days past due.

Do you want to contact them or do you want me to take the reins from here?

Thanks,
Brian [REDACTED]

From: [REDACTED], Susan
Sent: Thursday, July 10, 2014 6:42 PM
To: [REDACTED], Brian; [REDACTED] Lin
Subject: Fwd: Harris Corporation Payment Status

FYI

Susan [REDACTED]
Sales Account Manager
321-258-9631

Begin forwarded message:

From: Michael Hynes <Michael.Hynes@longbeach.gov>
Date: July 10, 2014 at 6:38:16 PM EDT

To: "susan [REDACTED]@harris.com" <susan.[REDACTED]@harris.com>
Subject: Fwd: Harris Corporation Payment Status

Sent from my iPhone

Begin forwarded message:

From: William Norris <William.Norris@longbeach.gov>
Date: July 10, 2014 at 3:12:33 PM PDT
To: John Keisler <John.Keisler@longbeach.gov>, Michael Hynes <Michael.Hynes@longbeach.gov>
Cc: Hartono Tai <Hartono.Tai@longbeach.gov>
Subject: RE: Harris Corporation Payment Status

The mailing address on the check would be:

**1025 W NASA BLVD
MELBOURNE, FL 32919**

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377



From: John Keisler
Sent: Thursday, July 10, 2014 3:03 PM
To: Michael Hynes
Cc: William Norris; Hartono Tai
Subject: Harris Corporation Payment Status

Mike,

As discussed, Check #01094236 was issued 6/30/14 in the combined amount of \$437,346.20. My guess is that it left the City during the first week of July and should have arrived with Harris in Melbourne, FL during the second week of July. I have attached the payment process summary. Feel free to share with your contact.

If your contact at Harris Corporation does not see the payment arrive over the next few days, please have them contact Hartono Tai, Accountant directly.

John Keisler
Chief Financial Officer
Long Beach Police Department
Office: (562) 570-7447
John.Keisler@longbeach.gov

"What you need. When you need it."



Michael Hynes

From: William Norris
Sent: Monday, August 11, 2014 8:21 AM
To: Michael Hynes
Cc: Wynne, Charlene; John Keisler
Subject: RE: Harris Corporation Payment Status
Attachments: VCPD14001215.pdf; VCPD14001213.pdf

Hello Det. Hynes,

Attached are the two invoices which have been paid so far. If INV6779-04197 is outstanding, due, and payable, I just need a copy of the invoice signed, "ok to pay".

I'll get it vouchered asap and JV'd to the Harbor Department.

Thanks,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377

From: Michael Hynes
Sent: Monday, August 11, 2014 7:58 AM
To: William Norris
Subject: FW: Harris Corporation Payment Status

From: [REDACTED] Susan [[mailto:\[REDACTED\]@harris.com](mailto:[REDACTED]@harris.com)]
Sent: Monday, August 11, 2014 6:00 AM
To: Michael Hynes
Subject: FW: Harris Corporation Payment Status

Mike:

It was great seeing you San Diego last week.

Received this email from our friend Brian. Could you please check on payment status for me?

Thanks my friend. Hope you're home nightmare is coming to a close and you'll be moving into a home with shower and commode soon 😊

Stay safe

Susan

SUSAN D. [REDACTED]

Southeastern Account Manager
Harris Corporation
Wireless Products Group, North Carolina
[susan\[REDACTED\]@harris.com](mailto:susan[REDACTED]@harris.com)

321-258-9631

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From: [REDACTED] Brian
Sent: Monday, August 11, 2014 8:57 AM
To: [REDACTED], Susan
Cc: [REDACTED], Lin
Subject: RE: Harris Corporation Payment Status

FYI, invoice INV6779-04197 in the amount of \$16K remains past due.

Thanks,

Brian [REDACTED]

From: [REDACTED] Susan
Sent: Wednesday, July 16, 2014 12:11 PM
To: [REDACTED], Brian
Cc: [REDACTED], Lin
Subject: RE: Harris Corporation Payment Status

I'll talk to him.

SUSAN D. [REDACTED]

Southeastern Account Manager
Harris Corporation
Wireless Products Group, North Carolina
[susan\[REDACTED\]@harris.com](mailto:susan[REDACTED]@harris.com)

321-258-9631

321-409-6975 (e-fax)

Visit our WPG Premier Web Site at:

<https://premier.harris.com/wpg>

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From: [REDACTED] Brian
Sent: Wednesday, July 16, 2014 11:34 AM
To: [REDACTED] Susan
Cc: [REDACTED] Lin
Subject: RE: Harris Corporation Payment Status

Susan,

We received payment, thank you.

Now invoice with number INV6779-04197 in the amount of \$16,000 is 30-60 days past due.

Do you want to contact them or do you want me to take the reins from here?

Thanks,

Brian [REDACTED]

From: [REDACTED], Susan
Sent: Thursday, July 10, 2014 6:42 PM
To: [REDACTED], Brian; [REDACTED], Lin
Subject: Fwd: Harris Corporation Payment Status

FYI

Susan [REDACTED]
Sales Account Manager
321-258-9631

Begin forwarded message:

From: Michael Hynes <Michael.Hynes@longbeach.gov>
Date: July 10, 2014 at 6:38:16 PM EDT
To: "susan.[REDACTED]@harris.com" <[susan.\[REDACTED\]@harris.com](mailto:susan.[REDACTED]@harris.com)>
Subject: Fwd: Harris Corporation Payment Status

Sent from my iPhone

Begin forwarded message:

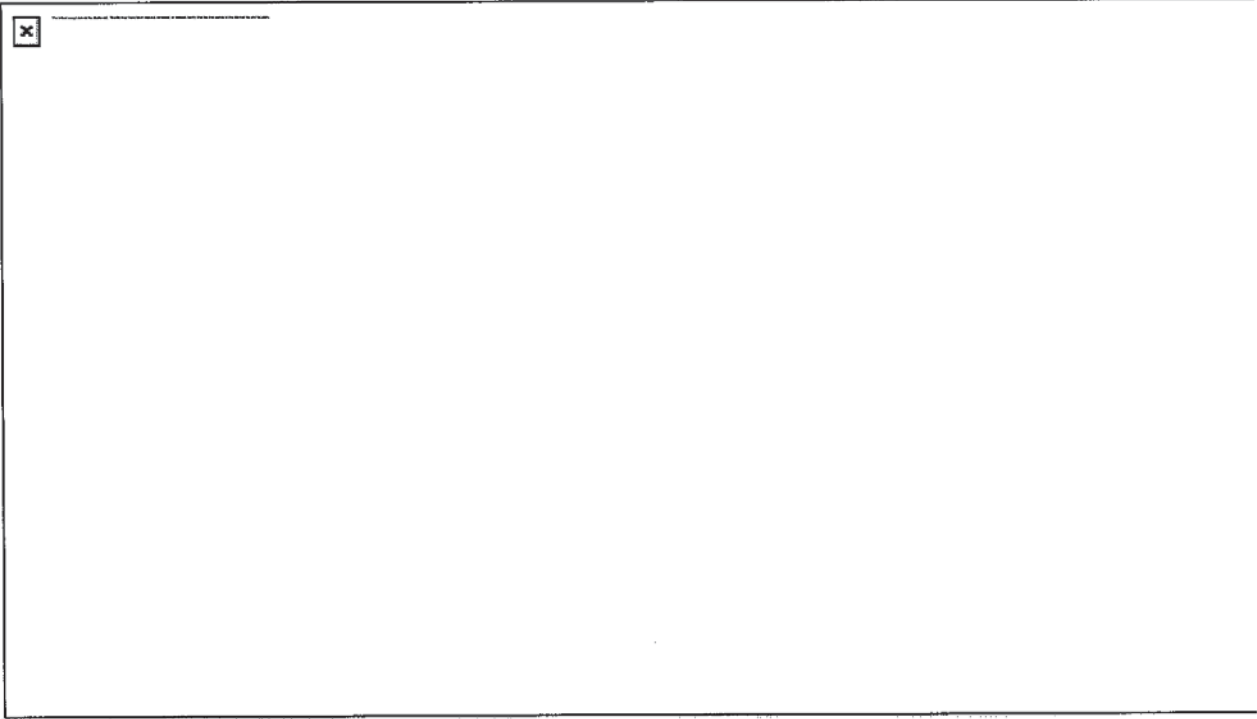
From: William Norris <William.Norris@longbeach.gov>
Date: July 10, 2014 at 3:12:33 PM PDT
To: John Keisler <John.Keisler@longbeach.gov>, Michael Hynes <Michael.Hynes@longbeach.gov>
Cc: Hartono Tai <Hartono.Tai@longbeach.gov>
Subject: RE: Harris Corporation Payment Status

The mailing address on the check would be:

1025 W NASA BLVD

MELBOURNE, FL 32919

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377



From: John Keisler
Sent: Thursday, July 10, 2014 3:03 PM
To: Michael Hynes
Cc: William Norris; Hartono Tai
Subject: Harris Corporation Payment Status

Mike,

As discussed, Check #01094236 was issued 6/30/14 in the combined amount of \$437,346.20. My guess is that it left the City during the first week of July and should have arrived with Harris in Melbourne, FL during the second week of July. I have attached the payment process summary. Feel free to share with your contact.

If your contact at Harris Corporation does not see the payment arrive over the next few days, please have them contact Hartono Tai, Accountant directly.

John Keisler
Chief Financial Officer
Long Beach Police Department
Office: (562) 570-7447
John.Keisler@longbeach.gov

"What you need. When you need it."

Michael Hynes

From: [REDACTED], Raymond <[REDACTED]@harris.com>
Sent: Sunday, August 10, 2014 3:18 PM
To: Michael Hynes
Subject: FW: ppt slides
Attachments: Technical Unit Best Practices.pptx

Ray [REDACTED]
Wireless Products Group
Southwestern Region Account Manager
[WPG Premier Website](#)
480.231.9466
[raymond.\[REDACTED\]@harris.com](mailto:raymond.[REDACTED]@harris.com)



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From: [REDACTED] Raymond
Sent: Sunday, August 10, 2014 6:11 PM
To: 'michael.haynes@longbeach.gov'
Subject: ppt slides

Mike,
Here are the slides you requested. I am checking on when your AH will be ready for shipment. I'll advise.
Thx
Ray

Administrative

- Be familiar with the obligations of your DOJ NDA, and the Harris Corporation Terms and Conditions agreed upon to purchase and use the equipment.
- Email communications should be very limited both internally and externally regarding Harris WPG products.
- Use generic titles such as radio, amp, antenna, specialized technical equipment, etc for documents that have the potential to be viewed by the public.



Harris Proprietary Information
USERRA/ITAA Confidentiality Notice

11

Ray [REDACTED]
 Wireless Products Group
 Southwestern Region Account Manager
[WPG Premier Website](#)
 480.231.9466
[raymond.\[REDACTED\]@harris.com](mailto:raymond.[REDACTED]@harris.com)



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Michael Hynes

From: William Norris
Sent: Wednesday, June 18, 2014 1:41 PM
To: Michael Hynes
Subject: FW: UPDATE: Harris Corp. Invoice No. INV6779-04108
Attachments: INV6779-04108.LONGBEACH.PDF

Importance: High

Hello Det. Hynes,

The \$390,490.20 invoice is attached.

Thanks,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377

From: [REDACTED], Brian [mailto:[REDACTED]@harris.com]
Sent: Tuesday, May 20, 2014 8:11 AM
To: William Norris
Subject: UPDATE: Harris Corp. Invoice No. INV6779-04108
Importance: High

Mr. Norris,

Please expedite payment and provide status as soon as possible. From what I've been told, title was transferred when the equipment was delivered to your [REDACTED] integrator in Florida. Harris has fulfilled its obligation; payment should not be held up. Any help is appreciated.

Thanks,
Brian [REDACTED]

From: [REDACTED], Brian
Sent: Thursday, May 15, 2014 11:28 AM
To: 'William Norris'
Subject: RE: Harris Corp. Invoice No. INV6779-04108

Mr. Norris,

We understand, and would appreciate the payment expedited once you obtain the tag numbers, since it is our year-end and we are trying to close all outstanding invoices.

Thanks!
Brian [REDACTED]

From: William Norris [mailto:William.Norris@longbeach.gov]
Sent: Thursday, May 15, 2014 11:24 AM
To: [REDACTED] Brian
Cc: Michael Hynes; Lloyd Cox
Subject: RE: Harris Corp. Invoice No. INV6779-04108

Hello Mr. Curry,

Our central Accounts Payable department sent me an email yesterday that they are holding the payment for Asset Tag numbers.

I am going to work with our A/P and Det. Hynes to determine the best way to move forward since the [REDACTED] is still out-of-state

Best,

Will Norris
Special Projects
Long Beach Police | Financial Bureau
William.Norris@LongBeach.gov
562-570-6377

From: [REDACTED] Brian [mailto:[REDACTED]@harris.com]
Sent: Thursday, May 15, 2014 7:49 AM
To: William Norris
Subject: Harris Corp. Invoice No. INV6779-04108
Importance: High

Mr. Norris,

My records indicate the attached invoice is 30-60 days past due. If you would please research this invoice and advise when it is expected to pay. Let me know if you have any questions or need additional information.

v/r,

Brian W. [REDACTED]

Contracts Manager
Government Communications Systems
Harris Corporation
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: [brian.\[REDACTED\]@harris.com](mailto:brian.[REDACTED]@harris.com)

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Meetings in LA

[Redacted], Susan

to:

02/23/2013 10:50 AM

Cc:

"[Redacted], Crystal", "[Redacted], Edward", "[Redacted], Jeff", CJ [Redacted], "[Redacted], Collin", "[Redacted], David", "[Redacted], Gregory"

Hide Details

From: "[Redacted], Susan" <[Redacted]@harris.com> Sort List...

To:

Cc: "[Redacted], Crystal" <[Redacted]@harris.com>, "[Redacted], Edward" <[Redacted]@harris.com>, "[Redacted], Jeff" <[Redacted]@harris.com>, CJ [Redacted] <[Redacted]@dwcomm.com>, "[Redacted], Collin" <[Redacted]@harris.com>, "[Redacted], David" <[Redacted]@harris.com>, "[Redacted], Gregory" <[Redacted]@harris.com>

History: This message has been replied to and forwarded.

Greetings everyone☺

I wanted to let you all know that myself and the Harris team will be meeting with LAPD at their police academy (thank you Brian) on March 6th from about 10:00am – 1:30/2:00pm. Since you all are locally positioned around LA, I thought I'd invite you to attend to hear about the upgrades to [Redacted], see the new [Redacted], [Redacted] capabilities and to hear about funding options, as well as have your [Redacted] inspected if you'd like; similar to a Center of Excellence. I guess we could call this a COE, but because all of you are familiar with Harris, we'd just talk about the [Redacted] upgrades and other topics. Lunch will be provided and there will be a secure lot to park your vehicles should you chose to bring them.

The address is:
1880 N. Academy Drive
Los Angeles, CA

Please RSVP if you're interested in attending so we have a head count for lunch. The plan is to start backwards this time and look at the [Redacted] first, have lunch, then dive into the upgrades and other important information. We plan to have you out and on the road no later than 2:00 so you can beat the traffic☺

As always, if you know of any other agencies who might want to attend, please invite them (no foreign nationals).

I look forward to seeing all of you in March!

Susan

SUSAN D. [Redacted]
Account Manager Western Region
C4ISR Wireless Products
321-258-9631
321-409-6975 (efax)
susan.[Redacted]@harris.com
www.wpg.harris.com/wpg



Re: Meetings in LA

Susan to: Michael Hynes

02/25/2013 09:20 AM

Absolutely. Bring as many as you feel could benefit from the meetings:)

Susan
Sales Account Manager
C4ISR
321-258-9631

On Feb 25, 2013, at 11:10 AM, "Michael Hynes" <Michael.Hynes@longbeach.gov<mailto:Michael.Hynes@longbeach.gov>> wrote:

Susan,

If at all possible I'd like to bring 2 of my guys with me as well. That will take the Long Beach PD contingent to 3. Thanks again,

Mike Hynes

From: "██████████, Susan" <██████████@harris.com<mailto:██████████@harris.com>>
>>
To:
Cc: "██████████, Crystal" <██████████@harris.com<mailto:██████████@harris.com>>>, "██████████, Edward" <██████████@harris.com<mailto:██████████@harris.com>>>, "██████████, Jeff" <██████████@harris.com<mailto:██████████@harris.com>>>, CJ Hijazi <██████████@dwcomm.com<mailto:██████████@dwcomm.com>>>, "██████████, Collin" <██████████@harris.com<mailto:██████████@harris.com>>>, "██████████, David" <██████████@harris.com<mailto:██████████@harris.com>>>, "██████████, Gregory" <██████████@harris.com<mailto:██████████@harris.com>>>
Date: 02/23/2013 10:50 AM
Subject: Meetings in LA

Greetings everyone:)

I wanted to let you all know that myself and the Harris team will be meeting with LAPD at their police academy (thank you Brian) on March 6th from about 10:00am - 1:30/2:00pm. Since you all are locally positioned around LA, I thought I'd invite you to attend to hear about the upgrades to ██████████, see the new ██████████ capabilities and to hear about funding options, as well as have your ██████████ inspected if you'd like; similar to a Center of Excellence. I guess we could call this a COE, but because all of you are familiar with Harris, we'd just talk about the ██████████ upgrades and other topics. Lunch will be provided and there will be a secure lot to park your vehicles should you chose to bring them.

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1880 N. Academy Drive
Los Angeles, CA

Please RSVP if you're interested in attending so we have a head count for lunch. The plan is to start backwards this time and look at the ██████████ first, have lunch, then dive into the upgrades and other important information. We plan to have you out and on the road no later than 2:00 so

you can beat the traffic:)

As always, if you know of any other agencies who might want to attend, please invite them (no foreign nationals).

I look forward to seeing all of you in March!

Susan

Susan D. [REDACTED]
Account Manager Western Region
C4ISR Wireless Products
321-258-9631
321-409-6975 (efax)
susan.[REDACTED]@harris.com<mailto:susan.[REDACTED]@harris.com>
www.wpg.harris.com/wpg

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quote
Dana Morgan
to:
michael.hynes
02/27/2013 08:55 AM
Hide Details
From: Dana Morgan <dmorgan@futurec.net>
To: michael.hynes@longbeach.gov,
History: This message has been replied to.

Good Morning Detective Hynes,

I wanted to let you know that we have been working diligently on the quote for the [REDACTED], including the install of the specialized equipment. We are instituting a new contract management/quoting system so we have been transferring our information over to the new system, which has been very time consuming. I apologize for the delay. I expect to have the quote ready for you later today, tomorrow at the latest.

Please don't hesitate to contact me if you have any questions.

Regards,
Dana

--
Dana Morgan
V.P. of Operations
(909) 593-6705 x2003
www.futureconcepts.net



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quote
 Jeff Coppi
 to:
 michael.hynes
 03/01/2013 03:37 PM
 Cc:
 "Dana Morgan"
 Hide Details
 From: "Jeff Coppi" <jcoppi@futurec.net>
 To: <michael.hynes@longbeach.gov>,
 Cc: "Dana Morgan" <dmorgan@futurec.net>
 History: This message has been forwarded.

2 Attachments



image001.jpg LBPD Quote 03 13.pdf

Detective Hynes,

Attached you will find the quote for the upfitting of a [redacted] with your provided specialized equipment. Take a look and give me a call so we can discuss. The [redacted] will be more expensive as there is quite a bit more labor involved. The quote we provided you last March was based on our estimated labor and materials prior to actually building a unit, however our actual costs were quite a bit higher. I can still quote that for you if you like, but it will likely be more in the \$145-160,000 range (not including [redacted]).

These are the pros and cons of each [redacted] model:

Pros

Cost - [redacted]

Cons

[redacted] (not recommended)

Pros

Cons

Cost - will require [redacted] \$ [redacted]
 Any cost savings on the [redacted] will be lost in [redacted] fees

Pros

[REDACTED]

Cons

Cost - highest cost model

[REDACTED]

I will call you on Monday to discuss.

Regards,
Dana

Dana Morgan
V.P. of Operations
(909) 593-6705 x2003
www.futureconcepts.net





QUOTE

Future Concepts

Advanced Technology Solutions

www.futurec.net

675 W. Terrace Drive
San Dimas, CA 91773
Phone: 909.593.6705
Fax: 909.596.3234

DATE: March 1, 2013

TO: LBPB

FOR: LBPB Upfitting of [REDACTED]

QUOTE NUMBER: 20130228-1-3

Quote for: Custom upfitting of a [REDACTED] for use with customer provided specialized equipment. Provides a [REDACTED] in which to perform the necessary job requirements. Designed to fit the current generation [REDACTED] [REDACTED] Customer to provide new or used [REDACTED] in original, unmodified condition; without aftermarket modifications.

LINE	QTY	DESCRIPTION	Price Each	Extended Price	Tax	Total Price
			\$ 5,685.14	\$ 5,685.14	\$ 511.66	
1	1					\$ 22,446.80
			\$ 16,250.00	\$ 16,250.00		
			\$ 5,467.48	\$ 5,467.48	\$ 492.07	
2	1					\$ 33,209.55
			\$ 27,250.00	\$ 27,250.00		
			\$ 4,319.64	\$ 4,319.64	\$ 388.77	
3	1					\$ 14,108.41
			\$ 9,400.00	\$ 9,400.00		
			\$ 1,225.74	\$ 1,225.74	\$ 110.32	
4	1					\$ 7,761.06
			\$ 6,425.00	\$ 6,425.00		
			\$ 2,326.55	\$ 2,326.55	\$ 209.39	
5	1					\$ 13,110.94
			\$ 10,575.00	\$ 10,575.00		
			\$ 731.25	\$ 731.25	\$ 65.81	
6	1					\$ 4,134.56
			\$ 3,337.50	\$ 3,337.50		
			\$ 531.20	\$ 531.20	\$ 47.81	
7	1					\$ 3,204.01
			\$ 2,625.00	\$ 2,625.00		

			\$ 1,088.11	\$ 1,088.11	\$ 97.93
8	1				\$ 12,898.54
			\$ 11,712.50	\$ 11,712.50	
			\$ 2,882.75	\$ 2,882.75	\$ 259.45
9	1	Includes installation of one of each of the following: Installation includes all hardware, wiring, terminations, and setup.			\$ 6,667.20
		Labor:	\$ 3,525.00	\$ 3,525.00	
10	1	Labor: Performance Bond and Administrative Fees Bond cost and associated fees and contract administration.	\$ 10,138.00	\$ 10,138.00	\$ 10,138.00
11	1	Cellular Service 12 months - service	\$ 864.00	\$ 864.00	\$ 864.00
12	1	Cellular Service 12 months - service	\$ 864.00	\$ 864.00	\$ 864.00
13	2	*User Manual One color printed and one electronic copy of the user manual, to include sections for component identification, system operation, repair and troubleshooting information, electrical schematics, and all original user manuals for installed components. Comes in a three ring binder.	\$ 70.00	\$ 140.00	\$ 12.60
14	1	Labor: Training Demonstration at Future Concepts location of added and/or upgraded features to the including instruction on how to use Future Concepts installed equipment. 2-4 hours.	\$ 500.00	\$ 500.00	\$ 500.00
		* Taxable Item	SUBTOTAL		
		*** This quote is good for 60 days (April 30, 2013)	TAXABLE	\$ 24,397.86	
			TAX RATE	9%	
		If you have any questions regarding this quote, please call 909.593.6705. Thank you.	SALES TAX	\$ 2,195.81	\$ 2,195.81
			TOTAL		



QUOTE

Future Concepts

Advanced Technology Solutions

www.futurec.net

675 W. Terrace Drive
San Dimas, CA 91773
Phone: 909.593.6705
Fax: 909.596.3234

DATE: March 1, 2013

TO: LBPD

FOR: LBPD Upfitting of [REDACTED]

QUOTE
NUMBER: 20130228-1-3

Quote for: Custom upfitting of a [REDACTED] for use with customer provided specialized equipment. Provides a [REDACTED] in which to perform the necessary job requirements. Designed to fit the current generation [REDACTED]. Customer to provide new or used [REDACTED] in original, unmodified condition; without aftermarket modifications.

LINE	QTY	DESCRIPTION	Price Each	Extended Price	Tax	Total Price
1	1		\$ 5,685.14	\$ 5,685.14	\$ 511.66	
						\$ 22,446.80
			\$ 16,250.00	\$ 16,250.00		
2	1		\$ 5,467.48	\$ 5,467.48	\$ 492.07	
						\$ 33,209.55
			\$ 27,250.00	\$ 27,250.00		
			\$ 4,319.64	\$ 4,319.64	\$ 388.77	
3	1					\$ 14,108.41
			\$ 9,400.00	\$ 9,400.00		
			\$ 1,225.74	\$ 1,225.74	\$ 110.32	
4	1					\$ 7,761.06
			\$ 6,425.00	\$ 6,425.00		
			\$ 2,326.55	\$ 2,326.55	\$ 209.39	
5	1					\$ 13,110.94
			\$ 10,575.00	\$ 10,575.00		
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6	1					\$ 4,134.56
			\$ 3,337.50	\$ 3,337.50		
			\$ 531.20	\$ 531.20	\$ 47.81	
7	1					\$ 3,204.01
			\$ 2,625.00	\$ 2,625.00		

			\$ 1,088.11	\$ 1,088.11	\$ 97.93
8	1				\$ 12,898.54
			\$ 11,712.50	\$ 11,712.50	
			\$ 2,882.75	\$ 2,882.75	\$ 259.45
9	1	Includes installation of one of each of the following:			\$ 6,667.20
		Installation includes all hardware, wiring, terminations, and setup.			
		Labor:	\$ 3,525.00	\$ 3,525.00	
10	1	Labor: Performance Bond and Administrative Fees Bond cost and associated fees and contract administration.	\$ 10,138.00	\$ 10,138.00	\$ 10,138.00
11	1	Cellular Service 12 months - service	\$ 864.00	\$ 864.00	\$ 864.00
12	1	Cellular Service 12 months - service	\$ 864.00	\$ 864.00	\$ 864.00
13	2	*User Manual One color printed and one electronic copy of the user manual, to include sections for component identification, system operation, repair and troubleshooting information, electrical schematics, and all original user manuals for installed components. Comes in a three ring binder.	\$ 70.00	\$ 140.00	\$ 12.60
14	1	Labor: Training Demonstration at Future Concepts location of added and/or upgraded features to the including instruction on how to use Future Concepts installed equipment. 2-4 hours.	\$ 500.00	\$ 500.00	\$ 500.00
		* Taxable Item	SUBTOTAL		
		*** This quote is good for 60 days (April 30, 2013)	TAXABLE	\$ 24,397.86	
			TAX RATE	9%	
		If you have any questions regarding this quote, please call 909.593.6705. Thank you.	SALES TAX	\$ 2,195.81	\$ 2,195.81
			TOTAL		



Re: [redacted] quote
Dana Morgan
to:
Michael Hynes
03/04/2013 02:50 PM
Hide Details
From: Dana Morgan <dmorgan@futurec.net>
To: Michael Hynes <Michael.Hynes@longbeach.gov>,

Detective Hynes,

Here is the link to the photos:

<http://customers.futurec.net>

Use the username I gave you on the phone. Password to follow.

Dana
Dana Morgan
V.P. of Operations
(909) 593-6705 x2003
www.futureconcepts.net



On 3/4/2013 12:59 PM, Michael Hynes wrote:

Dana,

Just sat down with my boss to go over the quotes and was asked if you could provide a redacted quote with [redacted] pricing in it. Basically he wants to know if you can get [redacted] cheaper that we can. Thanks,

Mike Hynes

From: Dana Morgan <dmorgan@futurec.net>
To: michael.hynes@longbeach.gov,
Date: 02/27/2013 08:55 AM
Subject: [redacted] quote

Good Morning Detective Hynes,

I wanted to let you know that we have been working diligently on the quote for the [redacted] upfitting, including the install of the specialized equipment. We are instituting a new contract management/quoting system so we have been transferring our information over to the new system, which has been very time consuming. I apologize for the delay. I expect to have the quote ready for you later today, tomorrow at the latest.

Please don't hesitate to contact me if you have any questions.

Regards,
Dana

--

Dana Morgan
V.P. of Operations
(909) 593-6705 x2003
www.futureconcepts.net



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Information

[redacted], Susan

to:

michael.hynes@longbeach.gov

03/12/2013 01:40 PM

Cc:

"[redacted], Gregory"

Hide Details

From: "[redacted], Susan" <[redacted]@harris.com>

To: "michael.hynes@longbeach.gov" <michael.hynes@longbeach.gov>,

Cc: "[redacted], Gregory" <[redacted]@harris.com>

2 Attachments



[redacted] Integrator's.doc 01 - [redacted].pdf

Mike:

It was great talking with you yesterday and hopefully between the two of us we can get you a better integration package as I think Future Concepts is a little high. I've attached the application notes we spoke about and if you have any questions in that arena, please reach out to Greg [redacted] cc'd on this email, as he is our expert on [redacted] integration; his contact information is below. I've also attached the list of integrator's we recommend to customers when they ask. These folks have signed NDA (Non-Disclosure Agreements) with us as well.

You may also want to contact Jim Fram with Daley-Wells at jim@dwcomm.com / 714-323-5991 to get an integration quote as well, as they are new reps for Harris.

Greg [redacted]
321-309-7460
[\[redacted\]@harris.com](mailto:[redacted]@harris.com)

SUSAN D. [redacted]
Account Manager western Region
C4ISR Wireless Products
321-258-9631
321-409-6975 (efax)
[susan\[redacted\]@harris.com](mailto:susan[redacted]@harris.com)
www.wpg.harris.com/wpg



RE: Information

Gregory

to:

[redacted], Susan, michael.hynes@longbeach.gov

03/13/2013 05:31 AM

Hide Details

From: "[redacted] Gregory" <[redacted]@harris.com>

To: "[redacted], Susan" <[redacted]@harris.com>, "michael.hynes@longbeach.gov" <michael.hynes@longbeach.gov>,

History: This message has been replied to.

Good morning Mike,

I would be glad to discuss [redacted] integration options with you in more detail, just give me a call. We have a fleet of [redacted] on our program that have been retrofitted to run Harris equipment. I can help steer you in the right direction based on your needs & budget.

Thanks,
Greg

Greg [redacted]
Harris Government Communication Systems Division
Lab Manager - Wireless Solutions

✉ [redacted]@Harris.com

☎ (321)309-7460 Office

☎ (321)412-1293 Cell

📁 MS-R5/11A

www.wpg.harris.com/wpg

www.harris.com

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From: [redacted], Susan
Sent: Tuesday, March 12, 2013 4:38 PM
To: michael.hynes@longbeach.gov
Cc: [redacted] Gregory
Subject: Information

Mike:

It was great talking with you yesterday and hopefully between the two of us we can get you a better integration package as I think Future Concepts is a little high. I've attached the application notes we spoke about and if you have any questions in that arena, please reach out to Greg [redacted], cc'd on this email, as he is our expert on [redacted] integration; his contact information is below. I've also attached the list of integrator's we recommend to

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www.wpg.harris.com/wpg



RE: Information

Gregory

to:

Michael Hynes

03/15/2013 01:01 PM

Hide Details

From: "Gregory" <@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>

History: This message has been replied to.

Mike,

For your build do you want to have a ? If this is not installed you will need to enter the .

Thanks,
Greg

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Wednesday, March 13, 2013 5:43 PM

To: Gregory

Cc: Susan

Subject: RE: Information

Greg,

Finished up with Future Concepts around noon. They were gracious enough but I got the feeling we are still going to end up miles apart on the price. They are working up another bid for us and made it a point to emphasize that, due to the projected engineering development costs, they were adding 25k to the overall price right from the start because they've never built a before. We should know their build numbers in about a week.

Thanks again for taking the time go over that stuff with me this morning. I was much better prepared as a result.

Mike

From: "Gregory" <@harris.com>

To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>

Date: 03/13/2013 02:16 PM

Subject: RE: Information

We have not formally tested that to my knowledge but it should work. Let me ask around to see if this was done.

Stay tuned...

From: Michael.Hynes@longbeach.gov [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Wednesday, March 13, 2013 2:15 PM

To: Gregory

Subject: Re: Information

Can we manage the [REDACTED] system from a tablet vs or in addition to a conventional lap top cpu

From: "[REDACTED], Gregory" [REDACTED]@harris.com]
Sent: 03/13/2013 12:29 PM GMT
To: "[REDACTED], Susan" [REDACTED]@harris.com>; Michael Hynes
Subject: RE: Information

Good morning Mike,

I would be glad to discuss [REDACTED] integration options with you in more detail, just give me a call. We have a fleet of [REDACTED] on our program that have been retrofitted to run Harris equipment. I can help steer you in the right direction based on your needs & budget.

Thanks,
 Greg

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From: [REDACTED], Susan
Sent: Tuesday, March 12, 2013 4:38 PM
To: michael.hynes@longbeach.gov
Cc: [REDACTED], Gregory
Subject: Information

Mike:

It was great talking with you yesterday and hopefully between the two of us we can get you a better integration package as I think Future Concepts is a little high. I've attached the application notes we spoke about and if you have any questions in that arena, please reach out to Greg [REDACTED] cc'd on this email, as he is our expert on [REDACTED] integration; his contact information is below. I've also attached the list of integrator's we recommend to customers when they ask. These folks have

signed NDA (Non-Disclosure Agreements) with us as well.

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Integration

[Redacted], Susan

to:

Michael Hynes

03/18/2013 08:43 AM

Hide Details

From: "[Redacted] Susan" <[Redacted]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

Mike:

Here's the deal. Daley-Wells is a rep for Harris so I'm trying to get them to send you a quote for the [Redacted]. I'm also trying to get Greg [Redacted] to California to meet with them and look over their installs to see if we even want to recommend them. I'm trying to make that happen this week or next. Are you under a time constrain? If so, let me know so we can start moving faster, which we already are.

I'm hoping you'll get a call from Daley-Wells today - they have a Los Angeles Center but I don't know the exact location. As soon as I have that information, I'll let you know.

Stay tuned!

Susan

SUSAN D. [Redacted]

Account Manager western Region

C4ISR Wireless Products

321-258-9631

321-409-6975 (efax)

susan.[Redacted]@harris.com

www.wpg.harris.com/wpg



RE: [REDACTED] Integration

[REDACTED], Susan

to:

Michael Hynes

03/18/2013 09:21 AM

Cc:

"[REDACTED] Gregory"

Hide Details

From: "[REDACTED], Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

Cc: "[REDACTED], Gregory" <[REDACTED]@harris.com>

History: This message has been replied to.

Okay, great. I'm going to press to get Greg out there this week to meet with you and the Daley-Well's folks. I'll let you know when I can get him out there! I pray these guys are reasonably priced and have excellent quality workmanship, as this situation would work out better all the way around. As far as I'm concerned, Future Concepts just shot themselves in the butt ☺

Susan

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Monday, March 18, 2013 12:12 PM

To: [REDACTED], Susan

Subject: Re: [REDACTED] Integration

Susan,

You are a rock start. I was just talking about you and where we are at with this project this morning. The clock starts ticking as soon as we get a bid and submit the specs. So if you guys need a week or so to put it together then we are fine with that.

From: "[REDACTED], Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>

Date: 03/18/2013 08:43 AM

Subject: [REDACTED] Integration

Mike:

Here's the deal. Daley-Wells is a rep for Harris so I'm trying to get them to send you a quote for the [REDACTED]. I'm also trying to get Greg [REDACTED] to California to meet with them and look over their installs to see if we even want to recommend them. I'm trying to make that happen this week or next. Are you under a time constrain? If so, let me know so we can start moving faster, which we already are.

I'm hoping you'll get a call from Daley-Wells today – they have a Los Angeles Center but I don't know the exact location. As soon as I have that information, I'll let you know.

Stay tuned!

Susan

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RE: [REDACTED] Integration

[REDACTED], Susan

to:

Michael Hynes

03/18/2013 09:42 AM

Hide Details

From: "[REDACTED], Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

Glad to hear that. [REDACTED] is outstanding and I highly recommend them but if Daley-Wells is just as good then I want to use the integrator closest to you. Either way, you're going to be very happy when it's all said and done - I promise you that!!!!

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Monday, March 18, 2013 12:39 PM

To: [REDACTED], Susan

Subject: RE: [REDACTED] Integration

Even if we get into a situation where we have to use a Florida integrator and ship a [REDACTED] there then turn around and have it shipped back, we still save a load of money than by using Future Concepts. They do great work but the price they are charging is way beyond what I think is reasonable.

Did I mention they wanted to charge us 13k for a special modem, 33k for a box to house the inverter and [REDACTED], and they want 25k up front in engineering development cost. That good money if you can get it from a client but it's not going to be from us.

From: "[REDACTED] Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>

Cc: "[REDACTED] Gregory" <[REDACTED]@harris.com>

Date: 03/18/2013 09:21 AM

Subject: RE: [REDACTED] Integration

Okay, great. I'm going to press to get Greg out there this week to meet with you and the Daley-Well's folks. I'll let you know when I can get him out there! I pray these guys are reasonably priced and have excellent quality workmanship, as this situation would work out better all the way around. As far as I'm concerned, Future Concepts just shot themselves in the butt ☺

Susan

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Monday, March 18, 2013 12:12 PM

To: [REDACTED] Susan

Subject: Re: [REDACTED] Integration

Susan,

You are a rock start. I was just talking about you and where we are at with this project this morning. The clock

starts ticking as soon as we get a bid and submit the specs. So if you guys need a week or so to put it together then we are fine with that.

From: "Susan" <[REDACTED]@harris.com>
 To: Michael Hynes <Michael.Hynes@longbeach.gov>
 Date: 03/18/2013 08:43 AM
 Subject: [REDACTED] Integration

Mike:

Here's the deal. Daley-Wells is a rep for Harris so I'm trying to get them to send you a quote for the [REDACTED]. I'm also trying to get Greg [REDACTED] to California to meet with them and look over their installs to see if we even want to recommend them. I'm trying to make that happen this week or next. Are you under a time constrain? If so, let me know so we can start moving faster, which we already are.

I'm hoping you'll get a call from Daley-Wells today – they have a Los Angeles Center but I don't know the exact location. As soon as I have that information, I'll let you know.

Stay tuned!

Susan

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OLSON v. CITY OF LONG BEACH (BS158621)
 file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web0279.htm

COLB:000070
 8/25/2014

Printed by

OLSON v. CITY OF LONG BEACH (BS158621)

COLB:000071

CLB:\box\92202\92202\082514\5 AM
file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web0279.htm

8/25/2014



RE: Information

[REDACTED], Gregory

to:

Michael Hynes

03/19/2013 12:07 PM

Cc:

"[REDACTED], Susan"

Hide Details

From: "[REDACTED], Gregory" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

Cc: "[REDACTED], Susan" <[REDACTED]@harris.com>

History: This message has been replied to.

Hey Mike,

I am working on a quote for the [REDACTED] and have a few questions for you:

The [REDACTED] only comes in [REDACTED], so far none of the [REDACTED] companies build a raised [REDACTED] for the [REDACTED] only the [REDACTED]

- Are you willing to deviate from the [REDACTED] and go with a [REDACTED] or just a standard [REDACTED] We can have a custom [REDACTED] made but it will complicate the installation. Some of the websites like for [REDACTED] show that they make the raised [REDACTED] for the [REDACTED] but when you call to order they state that the website is wrong.
- Another option is to go with a [REDACTED]/[REDACTED] [REDACTED] with [REDACTED] [REDACTED]
- Did you scrub the [REDACTED] design all together or is that still an option? i.e. [REDACTED] [REDACTED]

I am working to have you a quote with full drawings by COB this week.

Thanks,
Greg

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Wednesday, March 13, 2013 5:43 PM

To: [REDACTED] Gregory

Cc: [REDACTED] Susan

Subject: RE: Information

Greg,

Finished up with Future Concepts around noon. They were gracious enough but I got the feeling we are still going to end up miles apart on the price. They are working up another bid for us and made it a point to emphasize that, due to the projected engineering development costs, they were adding 25k to the overall price right from the start because they've never built a [REDACTED] before. We should know their build numbers in about a week.

Thanks again for taking the time go over that stuff with me this morning. I was much better prepared as a result.

Mike

From: "[REDACTED] Gregory" <[REDACTED]@harris.com>
To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>
Date: 03/13/2013 02:16 PM
Subject: RE: Information

We have not formally tested that to my knowledge but it should work. Let me ask around to see if this was done.

Stay tuned...

From: Michael.Hynes@longbeach.gov [mailto:Michael.Hynes@longbeach.gov]
Sent: Wednesday, March 13, 2013 2:15 PM
To: [REDACTED] Gregory
Subject: Re: Information

Can we manage the [REDACTED] system from a tablet vs or in addition to a conventional lap top cpu

From: "[REDACTED] Gregory" <[REDACTED]@harris.com>
Sent: 03/13/2013 12:29 PM GMT
To: "[REDACTED] Susan" <[REDACTED]@harris.com>; Michael Hynes
Subject: RE: Information

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Thanks,
Greg

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From: [REDACTED] Susan
Sent: Tuesday, March 12, 2013 4:38 PM
To: michael.hynes@longbeach.gov
Cc: [REDACTED], Gregory
Subject: Information

Mike:

It was great talking with you yesterday and hopefully between the two of us we can get you a better integration package as I think Future Concepts is a little high. I've attached the application notes we spoke about and if you have any questions in that arena, please reach out to [REDACTED] Sapp, cc'd on this email, as he is our expert on [REDACTED] integration; his contact information is below. I've also attached the list of integrator's we recommend to customers when they ask. These folks have signed NDA (Non-Disclosure Agreements) with us as well.

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Quotes - Long Beach CA Harris Integration [REDACTED]

James [REDACTED]

to:

Michael.hynes

03/22/2013 02:00 PM

Cc:

"Gregory [REDACTED]"

Hide Details

From: "James [REDACTED]" <james [REDACTED]>

To: <Michael.hynes@longbeach.gov>,

Cc: "Gregory [REDACTED]" <[REDACTED]@harris.com>

History: This message has been replied to.

8 Attachments



[REDACTED] Installtion Rev 03.pdf



[REDACTED] Installation Rev 03.pdf



[REDACTED] Installtion Rev 03.pdf



[REDACTED] Installation Rev 03.pdf



Harris Cellular Phone Tracking Equipment Full Installation Performance Specifications Generic [REDACTED] Rev 1.pdf



Customer References.pdf



Experience.pdf



COI.pdf

Mr. Hynes,

Please review the enclosed quotations, drawings, statement of work and supporting documents.

The submitted files include:

- 01) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] using a [REDACTED] With [REDACTED]
- 02) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] using a [REDACTED] With [REDACTED]
- 03) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] using a [REDACTED]
- 04) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] a [REDACTED]
- 05) One Statement of work – Detailed Specifications
- 06) One [REDACTED] Customer references sheet
- 07) One [REDACTED] Experience and qualifications
- 08) One [REDACTED] Certificate of insurance

[REDACTED] has been in business for over 41 years.

To better understand our manufacturing capabilities, please visit our website at [REDACTED]

Please note: You will NOT find any reference to any of the Covert Tracking and/or Surveillance installations as all these installations are sensitive n nature and shall never be uploaded onto a public domain however, the website will give you a better understanding of our manufacturing capabilities.

To that end, please realize that we are a Custom manufacturer / integrator and consequently substantial changes can be made to the above proposed design and integration packages, usually without any affect on the total price of the unit.

All changes and engineering change notices are mutually agreed upon and recorded during the preconstruction and periodic technical interface meetings.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

James [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

james@[REDACTED]

"Confidential and proprietary information – Trade secrets of [REDACTED] contained herein"

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TIM Re. Quotes - Long Beach CA Harris Integration [REDACTED]

James [REDACTED]

to:

Michael Hynes

03/27/2013 12:53 PM

Cc:

gsapp

Hide Details

From: "James [REDACTED]" <james[REDACTED]>

To: "Michael Hynes" <Michael.Hynes@longbeach.gov>,

Cc: [REDACTED]@harris.com>

Mr. Hynes,

I thank you for your appreciative comments.

Being in business for over 41 years, we have employees who have worked for [REDACTED] for over 30 years with the average length of employment hovering around 15 years.

We take pride in our work and strive to provide the best product and customer satisfaction in the industry.

Your comments are greatly appreciated.

As always, should you have any questions, please do not hesitate to contact me.

Looking forward to speaking with you and working together on the project.

Sincerely,

James [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

james@[REDACTED]

"Confidential and proprietary information – Trade secrets of [REDACTED] contained herein"

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From: Michael Hynes

Sent: Friday, March 22, 2013 6:58 PM

To: James [REDACTED]

Cc: [REDACTED]@harris.com

Subject: Re: Quotes - Long Beach CA Harris Integration [REDACTED]

Mr. [REDACTED]

Thank you for such thorough set of documents. Give me a couple of days to go through it all and lets plan on speaking around Tuesday or Wednesday of next week.

We are definitely heading in the right direction and I look forward to speaking with you,

Michael Hynes

-----"James [REDACTED] <james@[REDACTED]> wrote: -----

To: <Michael.hynes@longbeach.gov>
From: "James [REDACTED]" <james@[REDACTED]>
Date: 03/22/2013 02:00PM
Cc: "Gregory [REDACTED] [REDACTED]@harris.com">
Subject: Quotes - Long Beach CA Harris Integration [REDACTED]

Mr. [REDACTED],

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The submitted files include:

- 01) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] [REDACTED] using a [REDACTED] With [REDACTED]
- 02) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] [REDACTED] using a [REDACTED] With [REDACTED]
- 03) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] [REDACTED] using a [REDACTED]
- 04) One Quotation and Drawings for a complete Harris equipment installation inside the [REDACTED] [REDACTED] using a [REDACTED]
- 05) One Statement of work – Detailed Specifications
- 06) One [REDACTED] Customer references sheet
- 07) One [REDACTED] Experience and qualifications
- 08) One [REDACTED] Certificate of insurance

[REDACTED] has been in business for over 41 years.

To better understand our manufacturing capabilities, please visit our website at [REDACTED]

Please note: You will NOT find any reference to any of the Covert Tracking and/or Surveillance installations as all these installations are sensitive in nature and shall never be uploaded onto a public domain however, the website will give you a better understanding of our manufacturing capabilities.

To that end, please realize that we are a Custom manufacturer / integrator and consequently substantial changes can be made to the above proposed design and integration packages, usually without any affect on the total price of the unit.

All changes and engineering change notices are mutually agreed upon and recorded during the preconstruction and periodic technical interface meetings.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

James [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
james [REDACTED]

"Confidential and proprietary information – Trade secrets of [REDACTED] contained herein"

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[attachment "[REDACTED] Installtion Rev 03.pdf" removed by Michael Hynes/PD/CLB]

[attachment "[REDACTED] Rev 03.pdf" removed by Michael Hynes/PD/CLB]

[attachment "[REDACTED] Installtion Rev 03.pdf" removed by Michael Hynes/PD/CLB]

[attachment "[REDACTED] Installtion Rev 03.pdf" removed by Michael Hynes/PD/CLB]

[attachment "Harris Cellular Phone Tracking Equipment Full Installation Performance Specifications Generic [REDACTED] Rev 1.pdf" removed by Michael Hynes/PD/CLB]

[attachment "Customer References.pdf" removed by Michael Hynes/PD/CLB]

[attachment "Experience.pdf" removed by Michael Hynes/PD/CLB]

[attachment "COI.pdf" removed by Michael Hynes/PD/CLB]

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RE: Follow-up

Gregory

to:

Gregory, Michael Hynes

04/01/2013 10:24 AM

Hide Details

From: "Gregory" <@harris.com>

To: "Gregory" <@harris.com>, Michael Hynes

<Michael.Hynes@longbeach.gov>

History: This message has been replied to.

Mike,

I have time this afternoon, just let me know when you are available to talk and I will call you.

-Greg

From: Gregory

Sent: Monday, April 01, 2013 9:00 AM

To: 'Michael Hynes'

Subject: Follow-up

Mike,

I was out of office Thurs. & Fri. last week. Just give me a shout when you want to discuss the quote.

Thanks,

Greg

Greg
Harris Government Communication Systems Division
Lab Manager - Wireless Solutions

✉ @Harris.com

☎ (321)309-7460 Office

☎ (321)412-1293 Cell

📍 MS-R5/11A

www.wpg.harris.com/wpg

www.harris.com

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RE: [REDACTED] Integration

[REDACTED] Susan

to:

Michael Hynes, smccreer@harris.comgsapp

04/03/2013 07:20 AM

Cc:

Lloyd Cox, "[REDACTED] Gregory"

Hide Details

From: "[REDACTED] Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>, "[REDACTED]@harris.comgsapp"

<[REDACTED]@harris.comgsapp>,

Cc: Lloyd Cox <Lloyd.Cox@longbeach.gov>, "[REDACTED] Gregory" <[REDACTED]@harris.com>

Mike:

I thought you'd be impressed with [REDACTED], they do a great job. I'm trying to see if we (Harris) can assist with the 1 PO from Harris solution, but I'm afraid our finance folks will put a big ticket price on it since we aren't in the [REDACTED] integration business, although I truly think we should be. I'm working that avenue now to see what I can do. I'll be in the Florida office next week and hope to have a face to face meeting with the decision makers to see how we can move forward in assisting in these types of situations.

I know that we will have Reps, that are in that business, but what I'm trying to do is see if we can incorporate [REDACTED] into that situation so we can move forward with this purchase.

Stay tuned – I hope to have an answer for you soon.

Susan

Susan D. [REDACTED]

Western Regional Account Manager

C4ISR Wireless Products

321-258-9631

321-409-6975 (efax)

susan.[REDACTED]@harris.com

www.wpg.harris.com/wpg

From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]

Sent: Tuesday, April 02, 2013 12:49 PM

To: [REDACTED]@harris.comgsapp

Cc: Lloyd Cox

Subject: RE: [REDACTED] Integration

Hello Susan,

Just wanted to follow up with you and let you know where we are at. I had a very good conversation with James [REDACTED] from [REDACTED] yesterday. I was very impressed with the thoroughness of his bid and overall willingness to work with us to get the integration costs down. He seemed very knowledgeable and I'd like to find a way to do business with him in the event we cannot find an solution with Future Concepts.

With regards to Future Concepts, I have yet to hear back from them after providing them with our last specs. Unless they manage to come down significantly then I'm almost certain we'll

be declining their bid. They are a fine company with very competent engineers but we cannot afford what they are asking to build our platform.

That leaves us with only a couple of options: 1) Go back to the funding authority and submit the changes to our proposal listing the need to find another integrator. Thereby, opening us up to questions about the need to go sole-source to begin with and a possible requirement that we take the integration out to bid. I do not want to go down that road because of the time involved in the process and most importantly, our desire to not discuss the technology in an open forum during a bid solicitation; 2) Find a way for Harris to include the integration with our purchase into a single PO. We fully expect Harris to charge us an administrative fee for doing it that way, but I cannot see it being cost prohibitive based on the initial numbers we're getting from [REDACTED] and given the limited amount of your/their time that will be required if [REDACTED] is actually doing the integration as a subcontractor.

You've been extremely helpful thus far and I think we are really close to getting this done. I'll let you know what the final numbers are from Future Concepts.

Thank you,

Mike Hynes

-----" [REDACTED], Susan" [REDACTED]@harris.com > wrote: -----
 To: Michael Hynes <Michael.Hynes@longbeach.gov>
 From: " [REDACTED], Susan" [REDACTED]@harris.com >
 Date: 03/18/2013 09:42AM
 Subject: RE: [REDACTED] Integration

Glad to hear that. [REDACTED] is outstanding and I highly recommend them but if Daley-Wells is just as good then I want to use the integrator closest to you. Either way, you're going to be very happy when it's all said and done - I promise you that!!!!

From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]
Sent: Monday, March 18, 2013 12:39 PM
To: [REDACTED] Susan
Subject: RE: [REDACTED] Integration

Even if we get into a situation where we have to use a Florida integrator and ship a [REDACTED] there then turn around and have it shipped back, we still save a load of money than by using Future Concepts. They do great work but the price they are charging is way beyond what I think is reasonable.

Did I mention they wanted to charge us 13k for a special modem, 33k for a box to house the inverter and [REDACTED], and they want 25k up front in engineering development cost. That good money if you can get it from a client but it's not going to be from us.

From: " [REDACTED], Susan" [REDACTED]@harris.com >
 To: Michael Hynes <Michael.Hynes@longbeach.gov >
 Cc: " [REDACTED] Gregory" [REDACTED]@harris.com >
 Date: 03/18/2013 09:21 AM
 Subject: RE: [REDACTED] Integration

Okay, great. I'm going to press to get Greg out there this week to meet with you and the Daley-Well's folks. I'll let you know when I can get him out there! I pray these guys are reasonably priced and have excellent quality workmanship, as this situation would work out better all the way around. As far as I'm concerned, Future Concepts just shot themselves in the butt ☺

Susan

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]
Sent: Monday, March 18, 2013 12:12 PM
To: [REDACTED] Susan
Subject: Re: [REDACTED] Integration

Susan,

You are a rock start. I was just talking about you and where we are at with this project this morning. The clock starts ticking as soon as we get a bid and submit the specs. So If you guys need a week or so to put it together then we are fine with that.

From: " [REDACTED] Susan" [REDACTED]@harris.com >
 To: Michael Hynes <Michael.Hynes@longbeach.gov>
 Date: 03/18/2013 08:43 AM
 Subject: [REDACTED] Integration

Mike:

Here's the deal. Daley-Wells is a rep for Harris so I'm trying to get them to send you a quote for the [REDACTED]. I'm also trying to get Greg [REDACTED] to California to meet with them and look over their installs to see if we even want to recommend them. I'm trying to make that happen this week or next. Are you under a time constrain? If so, let me know so we can start moving faster, which we already are.

I'm hoping you'll get a call from Daley-Wells today – they have a Los Angeles Center but I don't know the exact location. As soon as I have that information, I'll let you know.

Stay tuned!

Susan

SUSAN D. [REDACTED]
 Account Manager Western Region
 C4ISR Wireless Products
 321-258-9631
 321-409-6975 (efax)
[susan.\[REDACTED\]@harris.com](mailto:susan.[REDACTED]@harris.com)
www.wpg.harris.com/wpg

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Please call or e-mail at your earliest convenience

James [REDACTED]

to:

Michael.hynes

04/03/2013 11:17 AM

Hide Details

From: "James [REDACTED]" <james[REDACTED]>

To: <Michael.hynes@longbeach.gov>

History: This message has been replied to and forwarded.

Michael,

I have some questions regarding the taxes and other fees pertaining to purchasing the [REDACTED] in California.

Is the purchase subject to the California Sales Tax and licensing fees etc...?

To my knowledge, the PD is tax exempt but I would like to make sure and have confirmation that there are not other taxes and fees associated with the purchase.

Please give me a call or e-mail me back at your convenience.

I greatly appreciate your assistance.

Thank you.

Sincerely,

James [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

james@[REDACTED]

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QUOTATION

LONG BEACH POLICE DEPARTMENT
 MICHAEL HYNES
 400 WEST BROADWAY
 LONG BEACH, CA 90802
 Michael.hynes@longbeach.gov

LONG BEACH POLICE DEPARTMENT
 MICHAEL HYNES
 400 WEST BROADWAY
 LONG BEACH, CA 90802
 Michael.hynes@longbeach.gov

Exp. Date: 07/02/2013
 Quote No: HARRIS-0012 HARRIS TRACKING
 04/05/2013

PART NO	S	DESCRIPTION	QTY	ID
	S	HARRIS TRACKING [REDACTED] FULL INST	1	[REDACTED]
	X	LEGAL	1	[REDACTED]
XA-05-0000	S	SCOPE	1	[REDACTED]
XA-10-0000		STATEMENT OF WORK	1	[REDACTED]
XA-15-0000		APPLICABLE DOCUMENTS	1	[REDACTED]
XA-20-0000		FEDERAL STANDARDS	1	[REDACTED]
XA-25-0000		[REDACTED]	1	[REDACTED]
XA-30-0000		REQUIREMENTS	1	[REDACTED]
XA-35-0000		WORKMANSHIP	1	[REDACTED]
XA-40-0000		[REDACTED]	1	[REDACTED]
XA-45-0000		VOCATIONAL TEST	1	[REDACTED]
XA-50-0000		WARRANTY	1	[REDACTED]
XA-55-0000		OPERATOR'S MANUAL(S)	1	[REDACTED]
XA-60-0000		DRAWINGS AND WEIGHT ESTIMATION	1	[REDACTED]
XA-00-0000	X	[REDACTED] OPTIONS	1	[REDACTED]
X0-10-0022	X	[REDACTED] WITH [REDACTED]	1	[REDACTED]
X0-34-0008	S	INSPECTION AND DOCUMENTATION ON RECEIPT	1	[REDACTED]
XA-05-0025	X	[REDACTED] INSTALLED PAINTED TO MATCH [REDACTED] COLOR	1	[REDACTED]
XA-05-0030	X	[REDACTED] DISGUISE - [REDACTED] INSTALLED	1	[REDACTED]
XC-04-100A	S	[REDACTED]	1	[REDACTED]
XC-10-005A		[REDACTED]	1	[REDACTED]
XC-12-005A		[REDACTED]	5	[REDACTED]
XC-02-0150	X	[REDACTED] MODULE PAINTED	1	[REDACTED]
XD-50-0100	S	CUSTOM FABRICATED EQUIPMENT INSTALLATION MODULE	1	[REDACTED]
XE-45-015A		[REDACTED]	1	[REDACTED]
XA-00-000B	X	[REDACTED] INTEGRATION	1	[REDACTED]
XG-00-001A		[REDACTED] SYSTEM INTEGRATION	1	[REDACTED]
XH-00-001A		[REDACTED] SYSTEM INTEGRATION	1	[REDACTED]
XG-05-005A		[REDACTED]	1	[REDACTED]
XL-16-0015	X	[REDACTED]	1	[REDACTED]
XL-16-0110	X	[REDACTED]	1	[REDACTED]

PART NO	S	DESCRIPTION	QTY	ID
XL-16-0210	X	OR	1	
XL-16-0300	X		1	
XH-30-005A			1	
XG-30-005A			1	
XI-20-1025	S	WITH PROTECTIVE COVER INSTALLED	2	
XL-18-0040	S	WITH CUSTOM BRACKETS INSTALLED	2	
XI-24-1020	X		1	
XI-24-1030	X	INSTALLED	1	
XI-40-0015	X		1	
XA-00-000C	X	WORKSTATION INTEGRATION	1	
XH-05-0010	X	LAPTOP /CUSTOM FABRICATE BRACKET INSTALLED	1	
XH-05-0012	X	FOR LAPTOP	1	
XH-05-0013	X		1	
XJ-05-005C	X	INSTALLED	2	
XA-00-000D	X	TRACKING EQUIPMENT MODULE	1	
XH-30-0025	X	MODULE	1	
XH-30-0030	X		7	
XH-30-0035	X		1	
XL-20-0025	X		1	
XL-20-0030	X		1	
XI-40-0020	X	PUSH BUTTON INSTALLED	3	
XI-40-0025	X	PUSH BUTTON INSTALLED	3	
XI-40-0030	X	PUSH BUTTON INSTALLED	1	
XI-20-1035	X	WITH CONTACTORS INSTALLED	3	
XI-20-1036	X	WITH CONTACTORS INSTALLED	3	
XI-20-1040	X	WITH CONTACTORS INSTALLED	1	
XI-20-0010	X	WITH CONNECTORS	5	
XI-22-0010	X		3	
XI-22-0020	X		3	
XI-22-0025	X	INSTALLED	2	
XI-22-0030	X	INSTALLED	6	
XI-22-0035	X	INSTALLED	6	
XH-05-0022	X	INSTALLED	1	
XW-00-0020	X	CUSTOM LABEL SET	1	
XA-00-000E	X	INTEGRATION	1	
XH-20-0010	X	MOUNT INSTALLED	7	
XH-20-0012	X	INSTALLED	7	
XH-30-0050	X		7	
XH-20-0020	X		1	
XO-22-0420	S	INSTALLATION OF	1	

PART NO	S	DESCRIPTION	QTY	ID
XH-2C-0010	X	[REDACTED] FOR [REDACTED] [REDACTED] INTEGRATION	1	
XA-00-000G	X	[REDACTED] [REDACTED] INTEGRATION	1	
XO-22-0500	X	INSTALLATION OF [REDACTED]	1	
XO-22-0600	X	INSTALLATION OF [REDACTED]	1	
XA-00-000I	X	SAFTERY EQUIPMENT INTEGRATION AND FUNCTIONALITY TESTING	1	
XW-12-0020	S	[REDACTED]	1	[REDACTED]
XW-12-0030	S	[REDACTED]	1	[REDACTED]
XZ-12-0200	S	FINAL INSTALLATION OF [REDACTED] EQUIPMENT, FUNCTIONALITY TEST AND DELIVERY	1	[REDACTED]
XA-00-000J	X	ENGINEERING / QUALITY CONTROL / TECHNICAL INTERCHANGE MEETINGS	1	
Z3-00-0002	XS	FACTORY LIAISON/PROJECT COORDINATOR	1	[REDACTED]
Z6-05-0000	XS	ENGINEERING/PRE-CONSTRUCTION REVIEW	1	[REDACTED]
XA-00-000K	X	WARRANTY AND TRAINING	1	
Z8-20-0020	X	[REDACTED] WARRANTY	1	
XX-50-005A	S	TRAINING AT MANUFACTURER'S FACILITY 8 HOURS UP TO 6 PEOPLE	1	[REDACTED]
Z6-10-0000	XS	IN-HOUSE PRE-DELIVERY/[REDACTED]/INSPECTION	1	[REDACTED]
Z6-02-1000	XS	FACTORY INSPECTION [REDACTED] - [REDACTED] / [REDACTED] INSPECTION+ACCEPTANCE	2	[REDACTED]
Z6-11-1000	XS	DESTINATION - FOB [REDACTED] [REDACTED] [REDACTED] AND RETURN TO LONG BEACH CALIFORNIA	2	[REDACTED]
Subtotal				
Z6-11-100B	X	PRICE INCLUDES ALL APPLICABLE TAXES	1	
Total				112,400.00

Statement of Work

Harris Cellular Phone Tracking Equipment Full Installation

Information contained herein is Law Enforcement Sensitive and is not to be disseminated openly, to any party not directly addressed to, or for any other purpose than this specific procurement. Failure to abide will significantly compromise officer safety.

0100 SCOPE

This statement of work describes a Covert Cell Phone Tracking Platform configured from a [REDACTED] [REDACTED] [REDACTED] equipped with integrated [REDACTED] [REDACTED] [REDACTED] and Harris Cellular Phone Tracking Equipment ready docking station. All systems shall be covert in nature and will not reveal the true purpose of the [REDACTED] [REDACTED] equipment, accessories and all optional equipment shall be provided as specified in the final quote / purchase order.

0200 APPLICABLE DOCUMENTS

0300 FEDERAL STANDARDS AND CODES

NFPA 70: National Electrical Code(r)

0400 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

0500 REQUIREMENTS

[REDACTED]

Materials shall be as specified herein. When materials are not specified, the [REDACTED] and all parts thereof shall be furnished to provide the intended function, durability, safety, and maintain good long-term appearance. All materials shall be new, shall be suitable for the intended purpose, and shall be free of any characteristics or defects in material and workmanship, which may affect the performance, function, durability, and serviceability of the finished [REDACTED]. [REDACTED] shall not proceed with production until approval to proceed is given by the government agency/government contractor making the purchase.

0600 OPERATOR'S SERVICING AND PARTS MANUALS

One [REDACTED] manual shall be furnished with the [REDACTED]. In addition, operating manuals for all installed equipment/systems and components shall be furnished with each [REDACTED]. Literature shall include all systems and component items furnished on the [REDACTED] including the [REDACTED].

0700 WORKMANSHIP

A. [REDACTED] shall be free from defects that may impair their serviceability or detract from appearance.

B. All systems, equipment and interfaces with the [REDACTED] shall be done in accordance with the [REDACTED]'s specifications.

C. All components shall be new. Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of the purchasing government agency. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances and uniformity. Welded, bolted, and riveted construction utilized shall be in accordance with the highest standards of industry. General appearance of the [REDACTED] shall not show any evidence of poor workmanship.

0800 [REDACTED]

All production [REDACTED] shall be [REDACTED].

0900 VOCATIONAL TEST

All equipment shall be functionally tested and verified to operate in accordance with each manufacturer's operating instructions

1000 WARRANTY

[REDACTED] shall provide the [REDACTED] commercial warranty and the commercial furnished equipment warranties, including [REDACTED] and all other parts and components required herein, against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts, for a [REDACTED].

If [REDACTED] receives from any supplier additional warranty on the whole or any component of the [REDACTED], in form of [REDACTED], including any prorated arrangements, the purchasing government agency shall receive corresponding warranty benefits. The warranty coverage shall begin when the purchasing government agency accepts the [REDACTED].

[REDACTED] Shall provide optional yearly extended warranty.

1100 DRAWINGS AND WEIGHT ESTIMATION

██████████ shall furnish one set of dimensioned layout drawings of the ██████████. Drawings shall show all required ██████████, ██████████, if required.

1200 FAMILIARIZATION

Familiarization

Unless otherwise agreed upon, equipment familiarization shall be accomplished at the ██████████ headquarters at time of delivery and acceptance of ██████████

1300 ██████████ SPECIFICATIONS

██████████ installed and painted to match the color of the ██████████

1400 EXTERIOR MODIFICATIONS

1401 Appearance

The ██████████ shall appear as if it were a typical ██████████

1402 ██████████

A custom, easily accessible ██████████
The ██████████
An adequate number of ██████████ shall be installed.

Alternately, if ██████████ does not satisfy the ██████████ of sight for the ██████████ (TBD) shall be installed. Final solution to be determined at the preconstruction technical interchange meeting (PreCon-TIM)

1500 ██████████ MODIFICATIONS

1501 ██████████

██████████
██████████
██████████

1502 [REDACTED]

The installation of a [REDACTED] is Not necessary when using the upgraded [REDACTED]

1600 [REDACTED]

1700 [REDACTED] MODIFICATIONS

1701 General

All modifications and related accessories shall be installed to the highest commercial standards and in accordance with applicable U.S. federal regulations in effect at the time of manufacture.

[REDACTED]

Operational procedures may require [REDACTED]

[REDACTED] during
the startup and shutdown sequence.

[REDACTED]

1800 [REDACTED] STRUCTURAL MODIFICATIONS

1801 [REDACTED]

[REDACTED] shall be manufactured and installed [REDACTED] area as determined by the customer and specified in the purchase order. [REDACTED] shall be constructed from [REDACTED]. No [REDACTED] shall be used.

[REDACTED]

[REDACTED] for the Harris Cellular Phone Tracking Equipment. [REDACTED] shall be possible.

[REDACTED]

All installation and layout options shall be provided as specified in the final quote / purchase order.

1802 [REDACTED]

[REDACTED] shall be custom manufactured from [REDACTED]. No [REDACTED] shall be used.

[REDACTED]
and operate the Harris Equipment Cellular Phone Tracking Equipment.

1803 [REDACTED] shall be provided

1900 [REDACTED]

1901 [REDACTED] and a [REDACTED] or inside the concealments as agreed at the Pre-Con TIM.

1902 [REDACTED] Customer Supplied [REDACTED] shall be installed on the [REDACTED] of the [REDACTED]. A customer supplied custom manufactured [REDACTED] cable shall be installed or inside the concealments as agreed at the Pre-Con TIM.

1903 [REDACTED] shall be installed.

1904 [REDACTED] shall be installed.

2000 [REDACTED]

2001 [REDACTED] shall be installed.

2100 ELECTRICAL WIRING

2101 Electrical Wiring

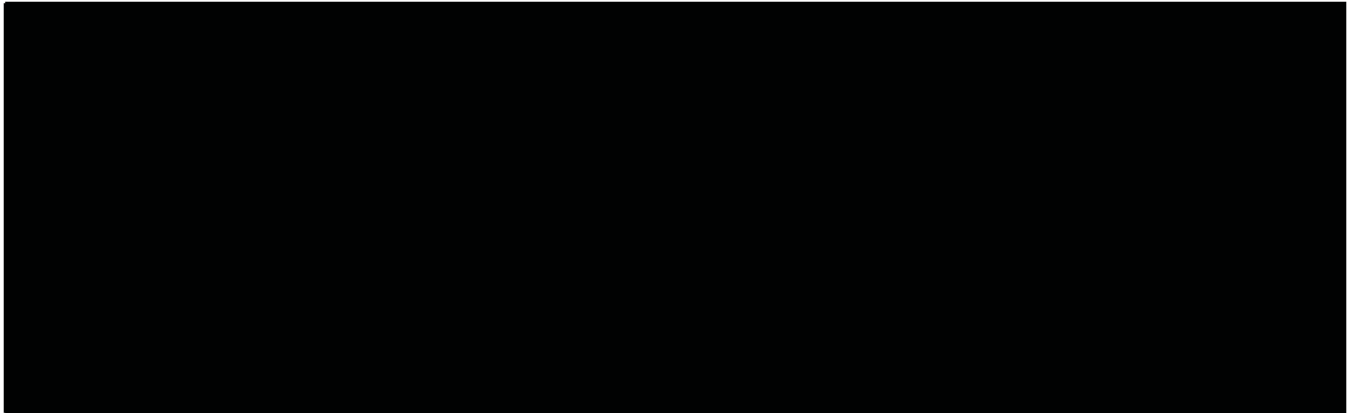
All wiring shall conform to the National Electrical Code. The wiring harness shall be supported and bundled with trimmed tie wraps. Extreme care shall be taken during construction to avoid chaffing and abrasion or extreme heat areas. Precautions shall be taken by using bushings, grommets, and heat shields. Primary DC and AC power distribution shall be protected.

[REDACTED]

[REDACTED]

[REDACTED]

2200 SAFETY EQUIPMENT



***** End of Specifications *****



RE: Revised Harris Integration [REDACTED]

[REDACTED] Susan

to:

Michael Hynes

04/09/2013 09:22 AM

Hide Details

From: "[REDACTED] Susan" [REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

I am actually working that deal today. As soon as I get the pricing from finance I'll send you an updated quote with the integration included☺

I guess I can "show myself" when I don't get what I want – ha ha

Stay tuned my friend!

Susan D. [REDACTED]

Western Regional Account Manager

C4ISR Wireless Products

321-258-9631

321-409-6975 (efax)

susan [REDACTED]@harris.com

www.wpg.harris.com/wpg

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Tuesday, April 09, 2013 12:13 PM

To: [REDACTED] Susan

Subject: RE: Revised Harris Integration [REDACTED]

Susan,

I need you to work your magic and get Harris to agree that incorporating [REDACTED] into a single PO is in everyone's best interest and the way to go for us. I have no doubt you'll present quite the compelling case. I get the feeling you are a force to be reckoned with.....

Detective [REDACTED]

Violent Crimes Detail

Gang and Violent Crimes Division

Long Beach Police Department

400 W. Broadway

Long Beach, California 90802

Desk: 562-570-5579

Cell: [REDACTED]

From: "Susan" [redacted]@harris.com>
To: James [redacted] [mailto:james [redacted]] Michael Hynes <Michael.Hynes@longbeach.gov>
Cc: "Gregory" [redacted]@harris.com>
Date: 04/09/2013 07:24 AM
Subject: RE: Revised Harris Integration [redacted]

James:

Thank you so much! This is outstanding.

Susan

Susan D. [redacted]
Western Regional Account Manager
C4ISR Wireless Products
321-258-9631
321-409-6975 (efax)
susan [redacted]@harris.com
www.wpg.harris.com/wpg

From: James [redacted] [mailto:james [redacted]]
Sent: Friday, April 05, 2013 4:56 PM
To: Michael Hynes
Cc: [redacted] Gregory; [redacted] Susan
Subject: Revised Harris Integration [redacted]
Importance: High

Mr. Hynes,
Please review the revised quote (enclosed)
The revised quote includes/excludes the following:

- 01) [redacted] selected: [redacted] as been selected and is included.
- 02) [redacted] will be purchased in California from a local Long Beach [redacted] Dealer.
- 03) The equipment shall be uninstalled inside the [redacted]
- 04) The [redacted] has been Excluded.
- 05) Two inspection trips one person, 3 days each, 2 nights, airfare, meals, rental car, hotel are Included.
- 06) [redacted] transportation (2 transports) From Long Beach, CA to [redacted] in Lake Park, FL and back to Long Beach, CA are Included.
- 07) All applicable taxes for the entire purchase (not just the [redacted]) are Included.

The quote, drawing package and statement of work have been revised to reflect the above mentioned changes.

Please review the enclosed documents.
Please acknowledge receipt of this e-mail.
As always, should you have any questions, please do not hesitate to contact me.
Sincerely,

James [redacted]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
james@[REDACTED]

"Confidential and proprietary information – Trade secrets of [REDACTED] contained herein"

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Quote

[REDACTED] Susan

to:

Michael Hynes

04/16/2013 05:35 AM

Hide Details

From: "[REDACTED], Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

Mike:

I'm pushing management today on this and will get you something today....I hope. This has gone on too long.

Susan

SUSAN D. [REDACTED]

Western Regional Account Manager

Harris Corporation

C4ISR Programs

susan.[REDACTED]@harris.com

321-258-9631

321-409-6975 (e-fax)

www.wpg.harris.com/wpg



RE: Quote

[REDACTED] Susan

to:

Michael Hynes

04/16/2013 01:53 PM

Hide Details

From: "[REDACTED], Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

Mike:

The verdict is in. 1 question first, can you purchase GSA?

SUSAN D. [REDACTED]

Western Regional Account Manager

Harris Corporation

C4ISR Programs

susan.[REDACTED]@harris.com

321-258-9631

321-409-6975 (e-fax)

www.wpg.harris.com/wpg

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]

Sent: Tuesday, April 16, 2013 11:00 AM

To: [REDACTED] Susan

Subject: Re: Quote

Ladies and Gentlemen, the jury has reached a verdict.....

-----"[REDACTED] Susan" <[REDACTED]@harris.com> wrote: -----

To: Michael Hynes <Michael.Hynes@longbeach.gov>

From: "[REDACTED] Susan" <[REDACTED]@harris.com>

Date: 04/16/2013 05:35AM

Subject: Quote

Mike:

I'm pushing management today on this and will get you something today....I hope. This has gone on too long.

Susan

SUSAN D. [REDACTED]

Western Regional Account Manager

Harris Corporation

C4ISR Programs

susan.[REDACTED]@harris.com

321-258-9631

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Checking In

[Redacted] Susan

to:

Michael.Hynes@longbeach.gov

05/13/2013 05:24 AM

Hide Details

From: "[Redacted] Susan" [Redacted]@harris.com>

To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>,

Mike:

Just checking in to see if you need anything further from me to move forward with the [Redacted] purchase. I was also seeing if you had the meeting with your Chief to go over the quote and [Redacted] integration.

Please let me know if you need anything from me. I'll be in LA on the 22nd to meet with Beverly Hills PD so if you need me to meet with you and your team while I'm there, just let me know and I'll extend my trip by a day or two.

Have a great week and please let me know if I can assist in anyway.

Susan

SUSAN D. [Redacted]
Western Regional Account Manager
Harris Corporation
C4ISR Programs
susan.[Redacted]@harris.com
321-258-9631
321-409-6975 (e-fax)
www.wpg.harris.com/wpg



Harris
Lloyd Cox to: Thunell, Johanna
Cc: Michael Hynes

05/13/2013 02:56 PM

Johanna,

Long time no talk, hope all is well.

We have been swamped lately with crime and I havnt had time to update you on the harris stuff going on. Where I remember we left off, is that our integrator Future Concepts was pushing to price point up very high and Harris was not pleased with their work. Bottom line is it looks like Harris isnt going to use them and is now says they have no integrators left on the West Coast. They have now referred us to their East Coast Integrator [REDACTED]

In order to make things simple, we asked harris if they would consider sub-contracting the job out to their integrator so we wouldnt have to do a sole source. They were against that but then came back with a \$60k price tag to do it, plus the cost of the integrator. I feel thats way to high. So my question is we would like to look at dropping Future Concepts as the sole source integrator for the west cost and instead add [REDACTED] as the East Coast Integrator instead which is approved by harris. Can we do that?

I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox
Lieutenant, Crimes Against Persons

Long Beach Police Department
400 West Broadway, Long Beach, CA 90802
Long Beach Police Department
Office: 562.570.7003



"LBPD - ONE TEAM, ONE MISSION"



nixle



RE: Harris
 Thunell, Johanna
 to:
 Lloyd Cox
 05/13/2013 03:14 PM
 Cc:
 Michael Hynes, "Wynne, Charlene"
 Hide Details
 From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
 To: Lloyd Cox <Lloyd.Cox@longbeach.gov>,
 Cc: Michael Hynes <Michael.Hynes@longbeach.gov>, "Wynne, Charlene"
 <charlene.wynne@polb.com>
 History: This message has been replied to.

Hi Lt. Cox,

What a crazy situation. I think it should be fine to switch to [REDACTED] since that is now the only accepted integrator for the product; however, we will have to go back to the grantor again and explain the situation. Have you received a quote from [REDACTED] yet? I think you should get the quote from [REDACTED], so we can get the total cost and make sure we are still within the project's budget parameters. Then, we can go to the grantor. They respond pretty quickly to these things. I will talk to them about it and prepare a written request to send when you are ready. Does that sound like a good plan to you?

Johanna

From: Lloyd Cox [Lloyd.Cox@longbeach.gov]
Sent: Monday, May 13, 2013 2:57 PM
To: Thunell, Johanna
Cc: Michael Hynes
Subject: Harris

Johanna,

Long time no talk, hope all is well.

We have been swamped lately with crime and I havnt had time to update you on the harris stuff going on. Where I remember we left off, is that our integrator Future Concepts was pushing to price point up very high and Harris was not pleased with their work. Bottom line is it looks like Harris isnt going to use them and is now says they have no integrators left on the West Coast. They have now referred us to their East Coast Integrator [REDACTED]

In order to make things simple, we asked harris if they would consider sub-contracting the job out to their integrator so we wouldnt have to do a sole source. They were against that but then came back with a \$60k price tag to do it, plus the cost of the integrator. I feel thats way to high. So my question is we would like to look at dropping Future Concepts as the sole source integrator for the west cost and instead add [REDACTED] as the East Coast Integrator instead which is approved by harris. Can we do that?

I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox
 Lieutenant, Crimes Against Persons



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RE: Harris 
 Lloyd Cox to: Thunell, Johanna
 Cc: "Wynne, Charlene", Michael Hynes

05/13/2013 03:16 PM

Yes that sounds good. Detective Hynes does have a quote from them he can send you, but we need a revised quote from Harris as their last quote included the \$60k and we are asking them to fix some of the training stuff for us. I'll let Mike jump in here and get you what you need.

thanks for everything and being patient with us and this process. You and Charlene have been very understanding!

Lloyd Cox
 Lieutenant, Crimes Against Persons

Long Beach Police Department
 400 West Broadway, Long Beach, CA 90802
 Long Beach Police Department
 Office: 562.570.7003



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"Thunell, Johanna"	Hi Lt. Cox, What a crazy situation. I think it sho...	05/13/2013 03:14:26 PM
--------------------	---	------------------------

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
 To: Lloyd Cox <Lloyd.Cox@longbeach.gov>
 Cc: Michael Hynes <Michael.Hynes@longbeach.gov>, "Wynne, Charlene" <charlene.wynne@polb.com>
 Date: 05/13/2013 03:14 PM
 Subject: RE: Harris

Hi Lt. Cox,

What a crazy situation. I think it should be fine to switch to , since that is now the only accepted integrator for the product; however, we will have to go back to the grantor again and explain the situation. Have you received a quote from  yet? I think you should get the quote from , so we can get the total cost and make sure we are still within the project's budget parameters. Then, we can go to the grantor. They respond pretty quickly to these things. I will talk to them about it and prepare a written request to send when you are ready. Does that sound like a good plan to you?

Johanna

From: Lloyd Cox [Lloyd.Cox@longbeach.gov]
Sent: Monday, May 13, 2013 2:57 PM
To: Thunell, Johanna
Cc: Michael Hynes
Subject: Harris

Johanna,

Long time no talk, hope all is well.

We have been swamped lately with crime and I havnt had time to update you on the harris stuff going on. Where I remember we left off, is that our integrator Future Concepts was pushing to price point up very high and Harris was not pleased with their work. Bottom line is it looks like Harris isnt going to use them and is now says they have no integrators left on the West Coast. They have now referred us to their East Coast Integrator [REDACTED]

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I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox

Lieutenant, Crimes Against Persons



Long Beach Police Department

400 West Broadway, Long Beach, CA 90802

Long Beach Police Department

Office: 562.570.7003

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RE: Harris
Thunell, Johanna
to:
Michael Hynes
05/14/2013 10:36 AM
Hide Details

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: Michael Hynes <Michael.Hynes@longbeach.gov>,
History: This message has been replied to.

Thanks for letting me know. Sounds like the it has been kind of a pain. I will do what I can to move it along as quickly as possible on our end. Feel free to call me if you have any questions.

Johanna Thunell
Port of Long Beach
Security Division
(562) 283-7835

From: Michael Hynes [Michael.Hynes@longbeach.gov]
Sent: Monday, May 13, 2013 3:31 PM
To: Thunell, Johanna
Subject: RE: Harris

Hello Johanna,

I've been following the conversation with Lt. Cox and will prepare the documents for you shortly. I'm currently waiting for a redacted quote from the manufacturer that addresses some of the changes we've been forced to deal with. They are very timely with their stuff so you will have something from me in the next day and no later than Wednesday. Looking forward to working with you on this and thank you for all your assistance so far,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579
Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: Lloyd Cox <Lloyd.Cox@longbeach.gov>,
Cc: Michael Hynes <Michael.Hynes@longbeach.gov>, "Wynne, Charlene" <charlene.wynne@polb.com>
Date: 05/13/2013 03:14 PM
Subject: RE: Harris

Hi Lt. Cox,

What a crazy situation. I think it should be fine to switch to [REDACTED], since that is now the only accepted integrator for the product; however, we will have to go back to the grantor again and explain the situation. Have you received a quote from [REDACTED] yet? I think you should get the quote from [REDACTED] so we can get the total cost and make sure we are still within the project's budget parameters. Then, we can go to the grantor. They respond pretty quickly to these things. I will talk to them about it and prepare a written request to send when you are ready. Does that sound like a good plan to you?

Johanna

From: Lloyd Cox [Lloyd.Cox@longbeach.gov]
Sent: Monday, May 13, 2013 2:57 PM
To: Thunell, Johanna
Cc: Michael Hynes
Subject: Harris

Johanna,

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I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox

Lieutenant, Crimes Against Persons



Long Beach Police Department

400 West Broadway, Long Beach, CA 90802

Long Beach Police Department

Office: 562.570.7003

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COLB:000109

file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web6518.htm

8/25/2014

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Harris Revised QTE's 6779-03802 and 03839

██████ Lisa (██████)

to:

████████████████████@longbeach.gov

06/04/2013 01:17 PM

Cc:

"██████████ Susan", "██████████ Crystal", "██████████ Brian"

Hide Details

From: "██████ Lisa (██████)" <██████████@harris.com>

To: "michael.hynes@longbeach.gov" <michael.hynes@longbeach.gov>,

Cc: "██████████ Susan" <██████████@harris.com>, "██████████ Crystal"

<██████████@harris.com>, "██████████ Brian" <██████████@harris.com>

3 Attachments



QTE6779-03802.Longbeach.pdf QTE6779-03839.LongBeach.pdf



Harris_WPG_Terms_and_Conditions_May_2013.pdf

Attached above is our Quotation along with our Terms and Conditions. Please let us know if we can be of further assistance.

Regards,

Lisa G. ██████████

Wireless Products Group

☎ 1-800-358-5297



Harris Proprietary

Quote	QTE6779-03802
Date	6/4/2013
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,563
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE		*			\$0.00
	Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.					
1	[REDACTED]	[REDACTED]	EA		\$186,000.00	\$186,000.00
1	[REDACTED]	[REDACTED]	EA		\$173,000.00	\$173,000.00
1	2009523-101	Laptop PC	EA		\$3,500.00	\$3,500.00
1	[REDACTED]-SW	[REDACTED] Software	EA		\$22,000.00	\$22,000.00
1	[REDACTED]-SW	[REDACTED] Software	EA		\$22,000.00	\$22,000.00
1	[REDACTED]-SW	[REDACTED] Software	EA		\$22,000.00	\$22,000.00
	Purchasing this software is contingent on authorization and approval of the FBI NDA.					
1	[REDACTED] SW	[REDACTED] Software	EA		\$20,000.00	\$20,000.00
1	[REDACTED]	[REDACTED]	EA		\$38,400.00	\$38,400.00
1	[REDACTED]	[REDACTED]	EA		\$18,550.00	\$18,550.00
1	[REDACTED]	[REDACTED]	EA		\$20,200.00	\$20,200.00
1	[REDACTED]	[REDACTED]	EA		\$20,200.00	\$20,200.00

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OLSON v. CITY OF LONG BEACH (BS158621)

COLB:000112



Harris Proprietary

Quote	QTE6779-03802
Date	6/4/2013
Page:	2

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,563
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[REDACTED]	[REDACTED]	EA		\$8,625.00	\$8,625.00
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only) [REDACTED] Training: Purchasing this training is contingent on the approval and authorization of the [REDACTED].	EA		\$4,000.00	\$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only) [REDACTED] Training	EA		\$4,000.00	\$4,000.00
	NOTE	Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.	*			\$0.00
	NOTE	After PO is issued, please call 1-800-358-5297 or 1-321-309-7535 to schedule training. Please have your Purchase Order number ready when you call as it will be necessary for scheduling.	*			\$0.00
	NOTE		*			\$0.00



Harris Proprietary

Quote	QTE6779-03802
Date	6/4/2013
Page:	3

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437,wpgg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,563
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Delivery 90 days after release of product, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to all orders.				

Remit Payment To:		
Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: ██████████ ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# ██████████

Subtotal	\$570,475.00
Misc	\$0.00
Tax	\$49,902.75
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$620,377.75

Printed by

OLSON v. CITY OF LONG BEACH (BS158621)

COLB:000114



Harris Proprietary

Quote	QTE6779-03839
Date	6/4/2013
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HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE	*			\$0.00
		Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.				
		NOTE	*			\$0.00
		The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA No is referenced on your PO.				
1	[REDACTED]	[REDACTED]	EA		\$169,602.00	\$169,602.00
1	[REDACTED]	[REDACTED]	EA		\$16,915.00	\$16,915.00
1	[REDACTED]	[REDACTED]	EA		\$18,419.00	\$18,419.00
1	[REDACTED]	[REDACTED]	EA		\$18,419.00	\$18,419.00
1	[REDACTED]	[REDACTED]	EA		\$35,015.00	\$35,015.00
		NOTE	*			\$0.00
		The items quoted below are Catalog Priced Items and are not available on the GSA Contract.				
1	2009623-101	Laptop PC	EA		\$3,500.00	\$3,500.00
1	[REDACTED]-SW	[REDACTED] Software	EA		\$22,000.00	\$22,000.00



Harris Proprietary

Quote	QTE6779-03839
Date	6/4/2013
Page:	2

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Quotation

Bill To:
 Long Beach Police Department
 Agent Mike Hynes
 michael.hynes@longbeach.gov
 400 W Broadway
 Long Beach CA 90802

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	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	██████-SW	██████ Software	EA		\$22,000.00	\$22,000.00
1	██████ SW	██████ Software	EA		\$22,000.00	\$22,000.00
		Purchasing this software is contingent on authorization and approval of the FBI NDA.				
1	██████ SW	██████ Software	EA		\$20,000.00	\$20,000.00
1	██████████	██████ ████████	EA		\$8,625.00	\$8,625.00
		Item ██████████ is not a Harris product and therefore we offer no warranty on this product. Contact the Manufacturer ████████ for any warranty information that may be available.				
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
		██████ Training contingent on ████████ being approved by FBI.				
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
		██████ training				
		NOTE	*			\$0.00
		Training classes are 12 hours (2 days) per product				



Harris Proprietary

Quote	QTE6779-03839
Date	6/4/2013
Page:	3

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.				
		NOTE After PO is issued, please call 1-800-358-5297 or 1-321-309-7535 to schedule training. Please have your Purchase Order number ready when you call as it will be necessary for scheduling.	*			\$0.00
		NOTE Delivery 90 days after release of product, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to all orders.	*			\$0.00

Remit Payment To:		
Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: [REDACTED] ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# [REDACTED]

Subtotal	\$372,495.00
Misc	\$0.00
Tax	\$32,084.55
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$404,579.55



RE: Harris
 Thunell, Johanna
 to:
 'Michael Hynes'
 06/20/2013 11:15 AM
 Hide Details
 From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
 To: 'Michael Hynes' <Michael.Hynes@longbeach.gov>,

Hi there,

Thanks for sending all of this along. Unfortunately, I am super swamped closing out two grants this week and next week. I will get working on this as soon as I can...probably the first week of July. The situation is definitely complicated because we told the Feds that we only had one installer option and now we essentially have 3 (or 2 actually). I will take a look at everything, go over it with the other folk here, and try to figure out the best course of action.

I'll get back to you soon.

Johanna

From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]
Sent: Wednesday, June 19, 2013 7:32 PM
To: Thunell, Johanna
Subject: RE: Harris

Hello Johanna,

We haven't spoken in a while so I wanted to provide you with a quick recap of the events of the last several months. We previously submitted a funding request through the port to buy/build a [REDACTED] platform. At that time, and at the suggestion of the manufacturer (Harris WPG) we listed the company Future Concepts as the recommended [REDACTED] integrator suited to build/install equipment from Harris WPG. At the time we submitted our funding request, Future Concepts was the only [REDACTED] integrator on the west coast Harris WPG recommended. However, after we received notice that our request was approved for funding, Harris no longer recommends Future Concepts, and now recommends doing one of two things: use their east coast integrator or have Harris do the integration directly but at an increased cost. Well there are pros and cons to each approach, most of which we discussed.

I've put together a list of the vendor quotes so you can look at them and provide us with your feedback and path forward to get this platform funded and into contract. Once everything is signed and purchase orders are in place, the build will take approximately 6 months. Needless to say, we'd really like to get it moving.

I intended to send these to you after the last time we spoke. However, as I put them together I realized they were incorrect in a couple of areas and I went back to the vendors for corrections. I now have what I think you will need to move forward. I'm attaching 4 documents with the following explanations:

#1. Harris WPG Quotation#: QTE6779-03802

This quote presumes that Harris WPG will incorporate the [REDACTED] integrator [REDACTED] and oversee the build of our [REDACTED] platform.

Their cost to do that is approximately \$63k but it keeps the entire build under one quote from the manufacturer.

Total: \$620,377.75

#2. Harris WPG Quotation#: QTE6779-03839

This quote excludes the integration upcharge and includes all the same Harris WPG equipment as in QTE6779-03802

Total: \$404,579.55

#3. [REDACTED] Quotation#: HARRIS-0012

This is Quote does not include the cost breakout for our travel back to FL for the inspection trips..

#4. [REDACTED] Quotation#: HARRIS-0014

This is vendor Harris is now recommending as their integrator of choice

This quote includes (2) inspection trips from CA to FL to sign off the construction benchmarks. I had [REDACTED] revise the quote to breakout the cost of each portion of those trips

Total: \$112,400.00

#5. Future Concepts Quotation#: 20130603-1-2

This is the 2nd quote provided by Future Concept. The first they provided in 3/13 was approximately \$190k. We met with them shortly after that and requested they pair down the build and into a different platform. This quote reflects our request.

Total: \$127,942.15

Bottom Line: We want to go with [REDACTED] but are afraid that deviating from the sole-source justification we used in the original request will cause problems with the funding authority. Future Concepts is a fine company but they were very unreceptive to our requests to pair down the quote to bring down the price. Their original price was \$190, without accounting for the cost of a single piece of the \$400k Harris equipment. After 3 months of waiting they came back with almost \$129 of build cost. [REDACTED] is the #1 integrator Harris recommends and they will do it for \$112. I would also note that price include buying the [REDACTED] from a local dealership, shipping it back to Florida, bringing us out twice to inspect it, and shipping it back upon completion.

I threw a lot at you so give me a call when you get some time. Thanks again for all your help,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579

Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>
Date: 05/14/2013 10:44 AM
Subject: RE: Harris

Sure. Call my cell (310) 948-5906

From: Michael.Hynes@longbeach.gov [Michael.Hynes@longbeach.gov]
Sent: Tuesday, May 14, 2013 10:41 AM
To: Thunell, Johanna
Subject: Re: Harris

Got a min for a call

From: "Thunell, Johanna" [johanna.thunell@associates.polb.com]
Sent: 05/14/2013 05:33 PM GMT
To: Michael Hynes
Subject: RE: Harris

Thanks for letting me know. Sounds like the it has been kind of a pain. I will do what I can to move it along as quickly as possible on our end. Feel free to call me if you have any questions.

Johanna Thunell
Port of Long Beach
Security Division
(562) 283-7835

From: Michael Hynes [Michael.Hynes@longbeach.gov]
Sent: Monday, May 13, 2013 3:31 PM
To: Thunell, Johanna
Subject: RE: Harris

Hello Johanna,

I've been following the conversation with Lt. Cox and will prepare the documents for you shortly. I'm currently waiting for a redacted quote from the manufacturer that addresses some of the changes we've been forced to deal with. They are very timely with their stuff so you will have something from me in the next day and no later than Wednesday. Looking forward to working with you on this and thank you for all your assistance so far,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579
Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: Lloyd Cox <Lloyd.Cox@longbeach.gov>,
Cc: Michael Hynes <Michael.Hynes@longbeach.gov>, "Wynne, Charlene" <charlene.wynne@polb.com>

Date: 05/13/2013 03:14 PM

Subject: RE: Harris

Hi Lt. Cox,

What a crazy situation. I think it should be fine to switch to [REDACTED], since that is now the only accepted integrator for the product; however, we will have to go back to the grantor again and explain the situation. Have you received a quote from [REDACTED] yet? I think you should get the quote from [REDACTED] so we can get the total cost and make sure we are still within the project's budget parameters. Then, we can go to the grantor. They respond pretty quickly to these things. I will talk to them about it and prepare a written request to send when you are ready. Does that sound like a good plan to you?

Johanna

From: Lloyd Cox [Lloyd.Cox@longbeach.gov]
Sent: Monday, May 13, 2013 2:57 PM
To: Thunell, Johanna
Cc: Michael Hynes
Subject: Harris

Johanna,

Long time no talk, hope all is well.

We have been swamped lately with crime and I havnt had time to update you on the harris stuff going on. Where I remember we left off, is that our integrator Future Concepts was pushing to price point up very high and Harris was not pleased with their work. Bottom line is it looks like Harris isnt going to use them and is now says they have no integrators left on the West Coast. They have now referred us to their East Coast Integrator [REDACTED]

In order to make things simple, we asked harris if they would consider sub-contracting the job out to their integrator so we wouldnt have to do a sole source. They were against that but then came back with a \$60k price tag to do it, plus the cost of the integrator. I feel thats way to high. So my question is we would like to look at dropping Future Concepts as the sole source integrator for the west cost and instead add [REDACTED] as the East Coast Integrator instead which is approved by harris. Can we do that?

I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox*Lieutenant, Crimes Against Persons*

Long Beach Police Department
 400 West Broadway, Long Beach, CA 90802
 Long Beach Police Department
 Office: 562.570.7003
 "LBPD - ONE TEAM, ONE MISSION"

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OLSON v. CITY OF LONG BEACH (BS158621)
 file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web8573.htm

COLB:000121

8/25/2014



nixle

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Sole Source Documents

Thunell, Johanna

to:

'Michael.Hynes@longbeach.gov'

09/17/2013 09:44 AM

Cc:

"Wynne, Charlene"

Hide Details

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>

To: "'Michael.Hynes@longbeach.gov'" <Michael.Hynes@longbeach.gov>,

Cc: "Wynne, Charlene" <charlene.wynne@polb.com>

History: This message has been forwarded.

1 Attachment



FY 2011 PSGP Sole Source Request #2.pdf

Hi there,

Per your request, I'm attaching the two sole source requests that were sent to the grantor. I will also forward you their response. And I'm re-sending the email where I laid out the total budget and some other info. I hope it all helps. Let me know if you need anything else.

Thanks!

Johanna Thunell
Port of Long Beach
Security Division
(562) 283-7835

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Port of
LONG BEACH
The Green Port

July 19, 2013

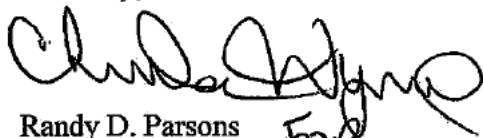
Captain Ghalib Tikari
Program Manager
Fiduciary Agent Office
Marine Exchange of Southern California
1249 Pier F Ave.
Long Beach, CA 90802
via Email

Dear Captain Tikari:

In September 2012, the Port of Long Beach was authorized to pursue sole source procurement with Harris for equipment and Future Concepts for installation for the cell network [REDACTED] portion of our FY 2011 Private Cell Network project. The Long Beach Police Department spent the intervening months negotiating with Harris and Future Concepts. During that period of time, Future Concepts became unresponsive, over-priced and difficult to work with for both LBPD and Harris. Currently, Harris is in the process of severing ties with Future Concepts and no longer supports them as their west coast integrator. As a result, Harris advised LBPD to use their east coast integrator, [REDACTED] for the installation portion of the project. The Port of Long Beach is now requesting an amendment to our original sole source procurement request (see below). Specifically, the Port of Long Beach is requesting authorization to pursue sole source procurement with Harris for equipment and [REDACTED] for installation, as [REDACTED] is now the only accepted installer for the Harris equipment.

Please feel free to contact Charlene Wynne should you have questions or need additional information.

Sincerely,


Randy D. Parsons
Director of Security *FOR*

Attachment: Sole Source Request dated September 13, 2012

Wynne, Charlene

From: Ghalib Tikari [gtikari@mxsocial.org]
Sent: Monday, September 17, 2012 9:46 AM
To: Wynne, Charlene
Cc: Thunell, Johanna; 'Kevin Groves ('kevin.groves@fema.gov)'; Ghalib Tikari; Laurie Williamson
Subject: RE: Request for Sole Source Procurement - FY 11 Cell Network Project

Charlene,

I see no problem here. Pls go ahead.

Thks rgds

Capt. Ghalib Tikari
Program Manager
Fiduciary Agent Office
MARINE EXCHANGE OF SOUTHERN CALIFORNIA
Tel: (562) 283-7959 / 7960
Mob: (310) 962-2925

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From: Wynne, Charlene [mailto:charlene.wynne@polb.com]
Sent: Monday, September 17, 2012 8:51 AM
To: Ghalib Tikari
Cc: Laurie Williamson; Thunell, Johanna
Subject: Request for Sole Source Procurement - FY 11 Cell Network Project

Please see the attached request for sole source procurement for the FY 11 Cell Network Project.

Charlene Wynne
Administration & Grants Coordinator

wynne@polb.com
562.283.7816 (office)
562.619.4600 (cell)
www.polb.com





Port of
LONG BEACH
The Green Port

September 13, 2012

Captain Ghalib Tikari
Program Manager
Fiduciary Agent Office
Marine Exchange of Southern California
1249 Pier F Ave.
Long Beach, CA 90802

Dear Captain Tikari:

The Port of Long Beach was awarded \$1,800,000 in the FY 2011 Port Security Grant Program to create a robust, private cellular network for first responders. This project is crucial to the overall security of the Port. The private cell network expands port recovery and resiliency capabilities by establishing a means to communicate by voice as well as provide for video and data streaming which will enable port security units to maintain awareness of the domain and detect, respond to and recover from attacks. This project strengthens preparation for threats and provides for resiliency of key maritime domain awareness and communications capabilities.

A critical component of this project involves the procurement of a fully-equipped cell network [REDACTED] for use by Long Beach Police Department and other regional first response partners engaged in anti-terrorism missions. The highly specialized equipment includes: [REDACTED] software, [REDACTED] equipment to provide special capabilities to anti-terrorism teams. There are only two manufacturers that make this type of equipment in the United States. Long Beach Police Department subject matter experts reviewed the products offered by both companies and determined that Harris is the only company that provides the type of equipment required for this project. While the other company designs equipment for military operations, Harris equipment is designed for use by law enforcement personnel. In addition to being much more user-friendly, the equipment designed by Harris is the *only* equipment that is interoperable with other local agencies. Interoperability is essential for this project as the [REDACTED] will become a regional asset that can be used by the Port's local law enforcement partners. Therefore, the Port is requesting permission to pursue sole source procurement from Harris for the equipment. Additionally, Harris only contracts with one integrator for installation of their equipment – Future Concepts. Thus, the Port is requesting permission to pursue sole source procurement from Future Concepts, as well. Future Concepts will provide the [REDACTED] to house the equipment, as well as installation services for the software, [REDACTED].



As mentioned above, this project is essential to maintaining the Port's overall security posture. This particular equipment will greatly assist law enforcement in domain awareness, detection, response and recovery efforts. We appreciate your consideration of our request to pursue sole source procurements with both Harris (for equipment, software, maintenance and training) and Future Concepts (for installation of hardware, and software). Please feel free to contact Charlene Wynne at (562) 283-7816 should you need additional information.

Sincerely,

Sean C. Strawbridge
Managing Director
Trade Development and Port Operations



FW: FY 11 PSGP - Mobile Cell Tower Project - Sole Source Request #2

Thunell, Johanna

to:

'Michael.Hynes@longbeach.gov'

09/17/2013 09:45 AM

Cc:

"Wynne, Charlene"

Hide Details

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>

To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>,

Cc: "Wynne, Charlene" <charlene.wynne@polb.com>

Here is the grantor's approval of our second (updated) sole source request.

From: Ghalib Tikari [<mailto:gtikari@mxsocal.org>]

Sent: Friday, July 19, 2013 4:14 PM

To: Wynne, Charlene

Cc: Thunell, Johanna; Wills, John; Ghalib Tikari; Laurie Williamson

Subject: RE: FY 11 PSGP - Mobile Cell Tower Project - Sole Source Request #2

Charlene:

Based on your explanation that there no other suitable vendors to install Harris equipment and further based on Harris' advise to use their east coast integrator, your justification for Sole Sourcing, is accepted.

Thks rgds

Capt. Ghalib Tikari

Program Manager

Fiduciary Agent Office

Marine Exchange of Southern California

Tel: (562) 283-7959 / 7960

Mob:(310) 962-2925

From: Wynne, Charlene [<mailto:charlene.wynne@polb.com>]

Sent: Friday, July 19, 2013 3:47 PM

To: Ghalib Tikari; Laurie Williamson

Cc: Thunell, Johanna; Wills, John

Subject: FY 11 PSGP - Mobile Cell Tower Project - Sole Source Request #2

Good afternoon –

Please find attached a request for approval to a revision of a sole source procurement request for the Mobile Cell Tower project funded by FY 11 PSGP.

Best regards,

Charlene Wynne

Administrative Analyst

Security Division

wynne@polb.com

562.283.7816 (office)
562.619.4600 (cell)
www.polb.com



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FW: Harris
 Thunell, Johanna
 to:
 'Michael.Hynes@longbeach.gov'
 09/17/2013 09:45 AM
 Cc:
 "Wynne, Charlene"
 Hide Details
 From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
 To: "'Michael.Hynes@longbeach.gov'" <Michael.Hynes@longbeach.gov>,

 Cc: "Wynne, Charlene" <charlene.wynne@polb.com>

Here is the email with the budget and everything else.

From: Thunell, Johanna
Sent: Thursday, July 25, 2013 3:25 PM
To: 'Michael Hynes'
Cc: Wynne, Charlene
Subject: RE: Harris

Hi there,

To follow up on our conversation this morning:

1. Please contact Lt. Lewis to get more information about grant purchases under \$500K.
2. Yes, you can purchase maintenance contracts or extended warranties with the grant funds. However, there are a few guidelines:
 - a. It must be purchased at the same time as the equipment (i.e. under the same contract). I think that's your plan, so you should be fine.
 - b. It must be consistent with what is "typically provided for, or available through, these types of agreements, warranties, or contracts." In other words, we usually interpret this to mean that the contract/warranty has to be something that is available to anyone buying the equipment, rather than something designed especially for us to take advantage of grant funds. It sounds like you are talking about a standard warranty/maintenance agreement, so it should be fine. But I wanted to verify.
 - c. Since the procurement is smoother and easier for everyone if you guys go through the City Manager, you should only buy as many years as you can to keep the cost under \$500K. It sounded like that would be 2 or 3 depending on the cost.
3. The total budget for your portion of the project is \$750K. I think we may have originally said \$600K (or maybe that was the initial estimate), but there is room to go up to \$750K bearing in mind that we should keep each contract under \$500K.

Let me know if you have any questions or need anything further.

Thanks!
 Johanna

From: Michael Hynes [<mailto:Michael.Hynes@longbeach.gov>]
Sent: Thursday, July 25, 2013 8:33 AM
To: Thunell, Johanna
Subject: RE: Harris

Good Morning,

Your news made my day. I've really been sweating the change of integrators and was very relieved that we can now move forward. I'm avail all next week but Lt. Cox is busy almost every day but Monday. I'd like get together as soon as possible so we can finalize the packet and prepare to take this to the council. Let me know when you are avail. Thanks again for all your assistance,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579
Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: Michael Hynes <Michael.Hynes@longbeach.gov>
Cc: "Wynne, Charlene" <charlene.wynne@polb.com>
Date: 07/23/2013 09:36 AM
Subject: RE: Harris

Hi there,

Great news! We got the go ahead from the grantor to use the new integrator. So, we can go direct to Harris with the equipment and direct to the integrator for install. Let me know when you guys get closer and we should talk (or have a meeting) about the best way to proceed with procurement.

Thanks!
Johanna

From: Michael Hynes [Michael.Hynes@longbeach.gov]
Sent: Wednesday, June 19, 2013 7:32 PM
To: Thunell, Johanna
Subject: RE: Harris

Hello Johanna,

We haven't spoken in a while so I wanted to provide you with a quick recap of the events of the last several months. We previously submitted a funding request through the port to buy/build a [REDACTED] platform. At that time, and at the suggestion of the manufacturer (Harris WPG) we listed the company Future Concepts as the recommended [REDACTED] integrator suited to build/install equipment from Harris WPG. At the time we submitted our funding request, Future Concepts was the only [REDACTED] integrator on the west coast Harris WPG recommended.

However, after we received notice that our request was approved for funding, Harris no longer recommends Future Concepts, and now recommends doing one of two things: use their east coast integrator or have Harris do the integration directly but at an increased cost. Well there are pros and cons to each approach, most of which we discussed.

I've put together a list of the vendor quotes so you can look at them and provide us with your feedback and path forward to get this platform funded and into contract. Once everything is signed and purchase orders are in place, the build will take approximately 6 months. Needless to say, we'd really like to get it moving.

I intended to send these to you after the last time we spoke. However, as I put them together I realized they were incorrect in a couple of areas and I went back to the vendors for corrections. I now have what I think you will need to move forward. I'm attaching 4 documents with the following explanations:

#1. Harris WPG Quotation#: QTE6779-03802

This quote presumes that Harris WPG will incorporate the [redacted] integrator [redacted] and oversee the build of our [redacted] platform.

Their cost to do that is approximately \$63k but it keeps the entire build under one quote from the manufacturer.

Total: \$620,377.75

#2. Harris WPG Quotation#: QTE6779-03839

This quote excludes the integration upcharge and includes all the same Harris WPG equipment as in QTE6779-03802

Total: \$404,579.55

#3. [redacted] Quotation#: HARRIS-0012

This is Quote does not include the cost breakout for our travel back to FL for the inspection trips..

#4. [redacted] Quotation#: HARRIS-0014

This is vendor Harris is now recommending as their integrator of choice

This quote includes (2) inspection trips from CA to FL to sign off the construction benchmarks. I had [redacted] revise the quote to breakout the cost of each portion of those trips

Total: \$112,400.00

#5. Future Concepts Quotation#: 20130603-1-2

This is the 2nd quote provided by Future Concept. The first they provided in 3/13 was approximately \$190k. We met with them shortly after that and requested they pair down the build and into a different platform. This quote reflects our request.

Total: \$127,942.15

Bottom Line: We want to go with [redacted] but are afraid that deviating from the sole-source justification we used in the original request will cause problems with the funding authority. Future Concepts is a fine company but they were very unreceptive to our requests to pair down the quote to bring down the price. Their original price was \$190, without accounting for the cost of a single piece of the \$400k Harris equipment. After 3 months of waiting they came back with almost \$129 of build cost. [redacted] is the #1 integrator Harris recommends and they will do it for \$112. I would also note that price include buying the [redacted] from a local dealership, shipping it back to Florida, bringing us out twice to inspect it, and shipping it back upon completion.

I threw a lot at you so give me a call when you get some time. Thanks again for all your help,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579

Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
To: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>
Date: 05/14/2013 10:44 AM
Subject: RE: Harris

Sure. Call my cell (310) 948-5906

From: Michael.Hynes@longbeach.gov [Michael.Hynes@longbeach.gov]
Sent: Tuesday, May 14, 2013 10:41 AM
To: Thunell, Johanna
Subject: Re: Harris

Got a min for a call

From: "Thunell, Johanna" [johanna.thunell@associates.polb.com]
Sent: 05/14/2013 05:33 PM GMT
To: Michael Hynes
Subject: RE: Harris

Thanks for letting me know. Sounds like the it has been kind of a pain. I will do what I can to move it along as quickly as possible on our end. Feel free to call me if you have any questions.

Johanna Thunell
Port of Long Beach
Security Division
(562) 283-7835

From: Michael Hynes [Michael.Hynes@longbeach.gov]
Sent: Monday, May 13, 2013 3:31 PM
To: Thunell, Johanna
Subject: RE: Harris

Hello Johanna,

I've been following the conversation with Lt. Cox and will prepare the documents for you shortly. I'm currently waiting for a redacted quote from the manufacturer that addresses some of the changes we've been forced to deal with. They are very timely with their stuff so you will have something from me in the next day and no later than Wednesday. Looking forward to working with you on this and thank you for all your assistance so far,

Detective Michael Hynes
 Violent Crimes Detail
 Gang and Violent Crimes Division
 Long Beach Police Department
 400 W. Broadway
 Long Beach, California 90802

Desk: 562-570-5579

Cell: [REDACTED]

From: "Thunell, Johanna" <johanna.thunell@associates.polb.com>
 To: Lloyd Cox <Lloyd.Cox@longbeach.gov>,
 Cc: Michael Hynes <Michael.Hynes@longbeach.gov>, "Wynne, Charlene" <charlene.wynne@polb.com>
 Date: 05/13/2013 03:14 PM
 Subject: RE: Harris

Hi Lt. Cox,

What a crazy situation. I think it should be fine to switch to [REDACTED] since that is now the only accepted integrator for the product; however, we will have to go back to the grantor again and explain the situation. Have you received a quote from [REDACTED] yet? I think you should get the quote from [REDACTED] so we can get the total cost and make sure we are still within the project's budget parameters. Then, we can go to the grantor. They respond pretty quickly to these things. I will talk to them about it and prepare a written request to send when you are ready. Does that sound like a good plan to you?

Johanna

From: Lloyd Cox [Lloyd.Cox@longbeach.gov]
Sent: Monday, May 13, 2013 2:57 PM
To: Thunell, Johanna
Cc: Michael Hynes
Subject: Harris

Johanna,

Long time no talk, hope all is well.

We have been swamped lately with crime and I havnt had time to update you on the harris stuff going on. Where I remember we left off, is that our integrator Future Concepts was pushing to price point up very high and Harris was not pleased with their work. Bottom line is it looks like Harris isnt going to use them and is now says they have no integrators left on the West Coast. They have now referred us to their East Coast Integrator [REDACTED]

In order to make things simple, we asked harris if they would consider sub-contracting the job out to their integrator so we wouldnt have to do a sole source. They were against that but then came back with a \$60k price tag to do it, plus the cost of the integrator. I feel thats way to high. So my question is we would like to look at dropping Future Concepts as the sole source integrator for the west cost and instead add [REDACTED] as the East Coast Integrator instead which is approved by harris. Can we do that?

Printed by

OLSON v. CITY OF LONG BEACH (BS158621)
 file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web6415.htm

COLB:000134

8/25/2014

I have cc Mike Hynes who is my detective that is working on this with the vendors and been doing the negotiating. If you can work with Mike on what you need so we can get this project moving as my time is limited these days.

thanks and let me know if you have any questions.

Lloyd Cox

Lieutenant, Crimes Against Persons



Long Beach Police Department
400 West Broadway, Long Beach, CA 90802
Long Beach Police Department
Office: 562.570.7003
"LBPD - ONE TEAM, ONE MISSION"



nixle

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RE: W9 form

██████████ Brian

to:

Michael.hynes@longbeach.gov

09/18/2013 05:45 AM

Cc:

"██████████ Susan"

Hide Details

From: "██████████ Brian" ██████████@harris.com>

To: "Michael.hynes@longbeach.gov" <Michael.hynes@longbeach.gov>,

Cc: "██████████ Susan" ██████████@harris.com>

History: This message has been forwarded.

1 Attachment



Harris_W-9_20121024.pdf

Mr. Hynes,

Attached please find Harris' W-9 form. Please let me know if you need anything else.

Thank you.

Brian W. ██████████

Contracts Manager

Harris Corporation, GCS

Office: (321) 309-7163

E-Fax: (321) 726-3123

E-Mail: brian.██████████@harris.com

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From: ██████████ Susan

Sent: Wednesday, September 18, 2013 5:53 AM

To: ██████████ Brian

Subject: W9 form

Brian:

Can you please send a W9 form to Mike Hynes at Long Beach PD?

Thanks

Michael.hynes@longbeach.gov

SUSAN D. ██████████

Account Manager
Harris Corporation
Wireless Products Group
susan.██████████@harris.com
321-258-9631
321-409-6975 (e-fax)

Please click on the banner below for immediate web access



**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Harris Corporation

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1025 West NASA Boulevard
 City, state, and ZIP code
Melbourne, Florida 32919-0001

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Brian J.* Date ▶ *24 October 2012*

General Instructions

Section references are to the Internal Revenue Code unless noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



QTE-03839 Long Beach

[REDACTED] Susan

to:

[REDACTED] Leslie Ann, [REDACTED] Lisa ([REDACTED])

09/18/2013 03:25 PM

Cc:

"Michael.hynes@longbeach.gov", "lloyd_cox@longbeach.gov"

Hide Details

From: "[REDACTED] Susan" <[REDACTED]@harris.com>

To: "[REDACTED] Leslie Ann" <[REDACTED]@harris.com>, "[REDACTED] Lisa (ldavis29)"

<[REDACTED]@harris.com>,

Cc: "Michael.hynes@longbeach.gov" <Michael.hynes@longbeach.gov>,

"lloyd_cox@longbeach.gov" <lloyd_cox@longbeach.gov>

Please update quote 03839 with the following

Total 3 laptops

Training West Coast

Replace [REDACTED]

SUSAN D. [REDACTED]

Account Manager

Harris Corporation

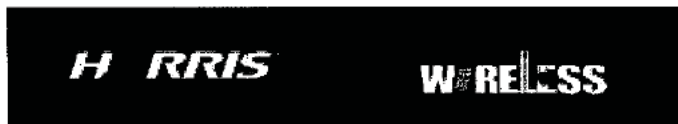
Wireless Products Group

susan.[REDACTED]@harris.com

321-258-9631

321-409-6975 (e-fax)

Please click on the banner below for immediate web access





RE: NDA

[Redacted] Susan

to:

Michael Hynes

10/30/2013 10:12 AM

Hide Details

From: "[Redacted] Susan" <[Redacted]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

Mike:

Sorry about the missed call. I took the morning off to help in my grandson's classroom for their Halloween Party so my phone was off (which never happens).

I've received your form and we have submitted it to the FBI for approval. The Chief, Lieutenant or your area FBI SAC will get the appropriate paperwork in about a month. Everyone on your list will need to sign the NDA, then you'll resubmit to the FBI and they'll send us both approval. All of this usually takes about 2 months. If it looks like its dragging, then we can expedite the process as need be. I'm not at all concerned, as we have plenty of time before the equipment will be ready to ship.

Great news to finally see you all are moving forward. It's been a long time but will be well worth it once you start using the gear. I'm confident you'll start to realize a savings within 6 months to a year.

It's always great to hear from you, so please contact me at any time with questions, concerns or just to shoot the shit ☺

Be safe my friend!

Susan

SUSAN D. [Redacted]
Western Regional Account Manager
Harris Corporation
Wireless Products Group
susan.[Redacted]@harris.com
321-258-9631
321-409-6975 (e-fax)
Visit our WPG Premier Web Site at:
<https://premier.harris.com/wpg>

From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]
Sent: Wednesday, October 30, 2013 11:59 AM
To: [Redacted] Susan
Subject: Re: NDA

No worries. I'm attaching the NDA file. Take a look and tell me if it will suffice. Thanks Susan,

Detective Michael Hynes
Violent Crimes Detail
Gang and Violent Crimes Division
Long Beach Police Department
400 W. Broadway
Long Beach, California 90802

Desk: 562-570-5579
Cell: [REDACTED]

From: "[REDACTED] Susan" <[REDACTED]@harris.com>
To: Mike Hynes <Michael.Hynes@longbeach.gov>
Date: 10/30/2013 07:50 AM
Subject: NDA

Mike

According to our FBI liaison, we never received the form. I have dug through all my emails and can't locate it either. I'm so, so sorry!! Do you need me to send another form? I'd like to get it submitted this week to get the ball rolling.

Please let be know what I can do to help

Susan

Susan [REDACTED]
Sales Account Manager
C4ISR
321-258-9631

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RUSH request - Vendor Add: Harris Corp, and [REDACTED]
William Norris to: FM-Vendors
Cc: Michael Hynes, Michelle King, Lloyd Cox

10/31/2013 02:49 PM

Hello,

I have a rush request for two vendor adds. Each has grant funding deadlines fast approaching.



Vendor Add_Harris Corp.pdf VendorAdd_[REDACTED].pdf

Thank your help on these,

Will Norris
Long Beach Police Department | Financial Bureau
562.570.7493
william.norris@longbeach.gov



Vendors added: Harris Corp, [REDACTED]
 William Norris to: Michelle King
 Cc: Lloyd Cox, Michael Hynes

11/01/2013 08:30 AM

Hello Michelle,

Harris Corp and [REDACTED] have been added to the accounting system. Each can be placed onto the final Purchase Order when the Requisition has been approved through ADPICS. The RQs are RQPD14-16 and RQPD14-17 are in the approval path without vendors added at this point.

Below is the vendor information:

FAML9530 V5.1 *** CITY OF LONG BEACH FAMIS - PRODUCTION *** 11/01/2013
 LINK TO: VENDOR MAIL CODE 8:22 AM

VENDOR NUMBER: [REDACTED]
 VENDOR SUFFIX: 01 CREATE DATE: 11/01/2013
 MAIL CODE : PO PURCHASE ORDER MAIL CODE CREATED BY : AMBENTL
 HEADER STATUS: A DETAIL STATUS: A UPDATE DATE: 11/01/2013
 ATTN LINE 1 : UPDATED BY : AMBENTL
 ATTN LINE 2 :
 ATTN LINE 3 :
 STREET : [REDACTED]
 CITY : [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
 COUNTRY : USA USA
 REGION : LAST BID :
 COUNTY : LAST PO :
 CONTACT NAME : [REDACTED]
 E-MAIL : JO@[REDACTED]

FAML9530 V5.1 *** CITY OF LONG BEACH FAMIS - PRODUCTION *** 11/01/2013
 LINK TO: VENDOR MAIL CODE 8:13 AM

VENDOR NUMBER: V028211 HARRIS CORPORATION
 VENDOR SUFFIX: 05 CREATE DATE: 11/01/2013
 MAIL CODE : PO PURCHASE ORDER MAIL CODE CREATED BY : AMBENTL
 HEADER STATUS: A DETAIL STATUS: A UPDATE DATE: 11/01/2013
 ATTN LINE 1 : UPDATED BY : AMBENTL
 ATTN LINE 2 :
 ATTN LINE 3 :
 STREET : 1025 W NASA BLVD
 CITY : MELBOURNE STATE: FL ZIP: 32919
 COUNTRY : USA USA
 REGION : LAST BID :
 COUNTY : LAST PO :
 CONTACT NAME : SUSAN D [REDACTED]
 E-MAIL :
 PHONE : 321-258-9631 FED TAX/SSN: [REDACTED]
 FAX : 321-409-6975 FED TAX IND: F

Thanks,

Will Norris
 Long Beach Police Department | Financial Bureau

562.570.7493
william.norris@longbeach.gov

Fw: Scanned from a Xerox multifunction device

William Norris

to:

Lloyd Cox, Michael Hynes

11/04/2013 03:41 PM

Hide Details

From: William Norris/CM/CLB

To: Lloyd Cox/PD/CLB@CLB, Michael Hynes/PD/CLB@CLB,

1 Attachment



Scanned from a Xerox multifunction device.pdf

Attached to this email is the Purchase Order for Harris Corp.

Let me know if you have any questions,

Will Norris

Long Beach Police Department | Financial Bureau

562.570.6377

William.Norris@longbeach.gov

-----Forwarded by William Norris/CM/CLB on 11/04/2013 03:41PM -----

To: "Norris, William " <William.Norris@longbeach.gov>

From: DoNotReplyFI07Xerox7556@longbeach.gov

Date: 11/04/2013 03:36PM

Subject: Scanned from a Xerox multifunction device

(See attached file: Scanned from a Xerox multifunction device.pdf)

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf, Multi-Page

multifunction device Location: 7th floor - FM / Business Relations

Device Name: FI07Xerox7556

For more information on Xerox products and solutions, please visit

<http://www.xerox.com>



RE: PO

[Redacted] Susan

to:

Michael Hynes

11/04/2013 04:58 PM

Hide Details

From: "[Redacted] Susan" <[Redacted]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

History: This message has been replied to.

Mike:

This is great news!! Only problem I see is the delivery date; it states 11/30/13 – we can't meet that date. It's going to need to read 2/4/14 (90 days from date of PO). Will this be a problem?

SUSAN D. [Redacted]

Western Regional Account Manager

Harris Corporation

Wireless Products Group

susan.[Redacted]@harris.com

321-258-9631

321-409-6975 (e-fax)

Visit our WPG Premier Web Site at:

<https://premier.harris.com/wpg>

From: Michael Hynes [mailto:Michael.Hynes@longbeach.gov]

Sent: Monday, November 04, 2013 7:18 PM

To: [Redacted] Susan

Subject: PO

Susan,

Attached is the PO that we've been waiting for.....two years worth of work. Talk to you in a bit,

Detective Michael Hynes

Violent Crimes Detail

Gang and Violent Crimes Division

Long Beach Police Department

400 W. Broadway

Long Beach, California 90802

Desk: 562-570-5579

Printed by

OLSON v. CITY OF LONG BEACH (BS158621)

COLB:000147

file:///C:/Users/mihynes/AppData/Local/Temp/notesBAAA25/~web7528.htm

8/25/2014

Cell: [REDACTED]

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Purchase order delivery dates

William Norris

to:

Michael Hynes

11/05/2013 08:45 AM

Cc:

Lloyd Cox

Hide Details

From: William Norris/CM/CLB

To: Michael Hynes/PD/CLB@CLB,

Cc: Lloyd Cox/PD/CLB@CLB

History: This message has been forwarded.

Det. Hynes,

Vendors are not held to the delivery date printed on the City of Long Beach Purchase Orders. The delivery date field is required by the City's accounting system software, but is not used in practice. Using the last day of the month is generally what date is placed into this required field when no actual date is specified.

The City of Long Beach or the Long Beach Police Department will not hold the vendor to the 11/30/2013 delivery deadline. This printed date on the purchase order will in no way affect the vendor being paid if the product is delivered within 90 days of the order being placed.

Please feel free to contact me with any questions,

Will Norris

Long Beach Police Department | Financial Bureau

562.570.6377

William.Norris@longbeach.gov



Purchase Order No. POPD14000011

Curry, Brian

to:

William.Norris@longbeach.gov

11/06/2013 10:09 AM

Cc:

"Michael.Hynes@longbeach.gov", "[REDACTED] Susan"

Hide Details

From: "[REDACTED] Brian" <[REDACTED]@harris.com>

To: "William.Norris@longbeach.gov" <William.Norris@longbeach.gov>,

Cc: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>, "[REDACTED] Susan" <[REDACTED]@harris.com>

History: This message has been replied to.

2 Attachments



Harris PO.PDF QTE6779-03839.LongBeacha.pdf

Mr. Norris,

Thank you very much for the attached purchase order. I understand that Detective Hynes and Susan [REDACTED] have been working on this procurement for some time. It's nice to see we are finally at the finish line.

Upon receipt of the purchase order, I noticed the delivery date is 30 November 2013. Typical delivery terms are 90 days ARO. However, if you will notice on page two of the attached quote the [REDACTED] will not be available until July 2014. For this reason we need the purchase order delivery date revised to say delivery is due by 31 July 2014. To support the Department as soon as possible, we would like to deliver the [REDACTED] as soon as the Detective Hynes is ready, the [REDACTED] available, and our training schedule permits.

If you could please provide a revised order showing delivery due by 31 July 2014 with written confirmation that the Department can accept partial deliveries and partial invoices, and make partial payments, we could begin work.

Please let me know of any questions or concerns with this request.

Respectfully,

Brian W. [REDACTED]

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.[REDACTED]@harris.com

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RE: Purchase Order No. POPD14000011 

William Norris to: [REDACTED] Brian

11/06/2013 12:37 PM

Cc: "Michael.Hynes@longbeach.gov", [REDACTED] Susan", Lloyd Cox,
Donald Wood, John Keisler

History: This message has been replied to.

1 attachment



POPD14000011.pdf

Hello Mr. [REDACTED]

Attached is a letter as requested on the Department's letterhead which waives the November 30th delivery date. Please let me know if you would like a hardcopy mailed or if I can provide any other assistance.

Thank you,

Will Norris

Long Beach Police Department | Financial Bureau

562.570.6377

william.norris@longbeach.gov

From: "[REDACTED] Brian" <[REDACTED]@harris.com>

To: "William.Norris@longbeach.gov" <William.Norris@longbeach.gov>

Cc: "Michael.Hynes@longbeach.gov" <Michael.Hynes@longbeach.gov>, [REDACTED] Susan" <[REDACTED]@harris.com>

Date: 11/06/2013 10:31 AM

Subject: RE: Purchase Order No. POPD14000011

Mr. Norris,

I just got off the phone with Detective Hynes. The Detective explained the limitations of the City's procurement process. To work-around the situation, Harris can accept a letter from your office on City letterhead with the following points:

- The City waives the required delivery date of 30 November 2013 as stipulated on the purchase order
- The City can accept partial deliveries and partial invoices, and make partial payments for hardware delivered and services rendered
- Both the City and Harris understand that Harris will make commercially reasonable efforts to supply all items ordered as soon as available and practical to the Department's mission

Please let me know of any questions.

Respectfully,

Brian W. [REDACTED]

Contracts Manager

Harris Corporation, GCS

Office: (321) 309-7163

E-Fax: (321) 726-3123

E-Mail: [brian.\[REDACTED\]@harris.com](mailto:brian.[REDACTED]@harris.com)

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From: [REDACTED] Brian

Sent: Wednesday, November 06, 2013 1:09 PM

To: 'William.Norris@longbeach.gov'

Cc: 'Michael.Hynes@longbeach.gov'; [REDACTED] Susan

Subject: Purchase Order No. POPD14000011

Importance: High

Mr. Norris,

Thank you very much for the attached purchase order. I understand that Detective Hynes and Susan [REDACTED] have been working on this procurement for some time. It's nice to see we are finally at the finish line.

Upon receipt of the purchase order, I noticed the delivery date is 30 November 2013. Typical delivery terms are 90 days ARO. However, if you will notice on page two of the attached quote the [REDACTED] will not be available until July 2014. For this reason we need the purchase order delivery date revised to say delivery is due by 31 July 2014. To support the Department as soon as possible, we would like to deliver the [REDACTED] as soon as the Detective Hynes is ready, the [REDACTED] available, and our training schedule permits.

If you could please provide a revised order showing delivery due by 31 July 2014 with written confirmation that the Department can accept partial deliveries and partial invoices, and make partial payments, we could begin work.

Please let me know of any questions or concerns with this request.

Respectfully,

Brian W. [REDACTED]

Contracts Manager

Harris Corporation, GCS

Office: (321) 309-7163

E-Fax: (321) 726-3123

E-Mail: [brian\[REDACTED\]@harris.com](mailto:brian[REDACTED]@harris.com)

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CITY OF LONG BEACH

POLICE DEPARTMENT

400 WEST BROADWAY • LONG BEACH • CALIFORNIA 90802 • (562) 570-7260 • FAX (562) 570-7114

Jim McDonnell
Chief of Police

November 6, 2013

Brian W. [REDACTED]
Harris Corporation, GCS
1025 W NASA Boulevard
Melbourne, FL 32919

Re: Delivery Date for Purchase Order POPD14000011

This letter is formally waiving the required delivery date of 30 November 2013 as was stipulated on the original purchase order. The City of Long Beach can accept partial deliveries, and partial invoices, for hardware delivered and services rendered.

Both the City of Long Beach and Harris understand that Harris will make commercially reasonable efforts to supply all items ordered as soon as available and practical to the Department's mission

Sincerely,

John Keisler
Chief Financial Officer
Long Beach Police Department

Attachments

cc: Commander Donald Wood
Lieutenant. Lloyd Cox

ADMINISTRATION BUREAU
(562) 570-5830
FAX (562) 570-5833

INVESTIGATIONS BUREAU
(562) 570-7350
FAX (562) 570-7175

PATROL BUREAU
(562) 570-7214
FAX (562) 570-7058

SUPPORT BUREAU
(562) 570-7342
FAX (562) 570-6018

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OLSON v. CITY OF LONG BEACH (BS158621)

COLB:000154



FYI

[REDACTED] Susan

to:

Michael Hynes

01/29/2014 08:01 AM

Hide Details

From: "[REDACTED] Susan" <[REDACTED]@harris.com>

To: Michael Hynes <Michael.Hynes@longbeach.gov>,

Hey Mike:

I'm going to be in LA next week meeting with LAPD, Anaheim, and LA County and was wondering if you'd be around on Tuesday afternoon so I could introduce you to your new account manager for California. Ray [REDACTED] is a retired agent from Scottsdale PD. He will take over California, Nevada, Utah, Arizona and New Mexico. In July my territory will change to the southeast. I'm bummed I'll no longer be your rep., but I'll still be available to you if you can't reach Ray or anyone else at Harris.

I'd really like for him to see your new command center and then maybe we head out for some cocktails and dinner if you can. If not, as I know you have family obligations, then just for him to meet you and see the new center will be good too.

Let me know. If next week is too hectic, I'll be out the following week to meet with Riverside PD and Orange County so we can hook up then if it's a better week.

Stay safe my friend!

Susan

Susan D. [REDACTED]

Account Manager

Harris Corporation

Wireless Products Group, North Carolina

susan.[REDACTED]@harris.com

321-258-9631

321-409-6975 (e-fax)

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FW: Long Beach

Susan to: Michael Hynes

03/12/2014 11:33 AM

History: This message has been replied to.

1 attachment



POPD14000011.pdf

Mike:

Would John be able to send a letter similar to the one attached to change the training from Long Beach to Melbourne, de-obligating the funds equaling \$11,200 so Harris doesn't have to reimburse Long Beach for the Melbourne training?

It might make sense to have John talk directly to Brian, as long as Brian doesn't screw anything up.

Susan

Susan D. [REDACTED]
Account Manager
Harris Corporation
Wireless Products Group, North Carolina
susan.[REDACTED]@harris.com
321-258-9631
321-409-6975 (e-fax)
Visit our WPG Premier Web Site at:
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-----Original Message-----

From: [REDACTED] Brian
Sent: Wednesday, March 12, 2014 8:52 AM
To: [REDACTED] Susan
Subject: RE: Long Beach

Susan,

I never talked with the customer.

To the contrary, the purchase order terms are onerous upon Harris for proper delivery. PO Section 9 says, "City reserves the right to terminate this

Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified."

As we have done in the past, we can request the City to "revise" the order via letter. They simply tell us what is changing and send it to us on the City's letterhead. Please see attached for a previous situation. This approach would circumvent the change order process thereby maintaining schedule.

Would this be acceptable to the Department?

Thanks,
Brian [REDACTED]

-----Original Message-----

From: [REDACTED] Susan
Sent: Wednesday, March 12, 2014 7:50 AM
To: [REDACTED] Brian
Subject: Long Beach

Brian

I spoke with the customer and he said you all had spoke or you had spoke to their procurement folks and the expiration date was a standard that appears on all POs. he said there was a clause in the documents that state we can ignore that date and proceed with delivery. I have a vague recollection of this. They cannot "revise" the PO. They will have to go back and start the process all over again, they will lose the funds and we're looking at another 6 months to a year. With [REDACTED] almost done with their [REDACTED] this could cause major impacts.

Susan

Susan [REDACTED]
Sales Account Manager
321-258-9631



RE: PO Change Order - Long Beach Police Department

Brian to: William Norris
Cc: Michael Hynes, John Keisler

04/30/2014 12:24 PM

Mr. Norris,

The attached quote has the same number (QTE6779-03839) but is updated to reflect the correct training course and price. Note, the price has gone down by \$11,200. We hope to receive the revised order shortly (please send a soft copy to my attention). Let me know if you have any questions.

Thank you!

Brian W. [REDACTED]

Contracts Manager
Government Communications Systems
Harris Corporation
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: [brian.\[REDACTED\]@harris.com](mailto:brian.[REDACTED]@harris.com)

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From: William Norris [mailto:William.Norris@longbeach.gov]
Sent: Monday, April 28, 2014 7:56 PM
To: [REDACTED] Brian
Cc: Michael Hynes; John Keisler
Subject: PO Change Order - Long Beach Police Department

Hello Mr. [REDACTED]

I understand that your company requires a change order to the current Purchase Order (PO) with the Long Beach Police Department. The current PO specifications simply references the quote QTE6779-3839. If you can provide a revised proposal or quote, with a unique number and date, which incorporates any changes that have occurred, I will be happy to make the revision to the PO. I will then send you a new signed original copy.

Please don't hesitate to contact me with any questions. Below is screenshot of the current PO specifications, for your reference.

Thanks,

Will Norris
Special Projects
Long Beach Police | Financial Bureau

William.Norris@LongBeach.gov
562-570-6377



QTE6779-03839A.LongBeach.pdf

LINK TO:

PURCHASE ORDER:	LINE NO :	BPO LINE NO:
COMMODITY :		
QUANTITY :	STATE TAX :	LOCAL TA
PURCHASE U/M :	UNIT COST :	
	EST TOTAL COST:	
BLOCK FUNCTION:	(SPEC ID TO COPY, ISRT, DLET, DUP)	
SPECIFICATION INFO		BLOCK

SPEC IDS:



Harris Proprietary

Quote	QTE6779-03839
Date	04/30/2014
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov lloyd_cox@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE Purchasing these products is contingent on authorization and approval of the FBI NDA.	*			\$0.00
		NOTE Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			\$0.00
		NOTE The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA No is referenced on your PO.	*			\$0.00
1	[REDACTED]	[REDACTED]	EA		\$169,602.00	\$169,602.00
1	[REDACTED]	[REDACTED]	EA		\$16,915.00	\$16,915.00
1	[REDACTED]	[REDACTED]	EA		\$18,419.00	\$18,419.00
1	[REDACTED]	[REDACTED]	EA		\$18,419.00	\$18,419.00
		NOTE Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.	*			\$0.00



Harris Proprietary

Quote	QTE6779-03839
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HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov lloyd_cox@longbeach.gov 400 W Broadway Long Beach CA 90802

Ship To:
Long Beach Police Department Agent Mike Hynes michael.hynes@longbeach.gov 400 W Broadway Long Beach CA 90802

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. **THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION.** BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	MT-████	Maintenance █████	EA		\$26,705.00	\$26,705.00
1	MT-████	Maintenance █████	EA		\$1,914.00	\$1,914.00
1	MT-████	Maintenance █████ █████	EA		\$1,914.00	\$1,914.00
1	MT-██████████	Maintenance ██████████	EA		\$1,914.00	\$1,914.00
	NOTE		*			\$0.00
	The items quoted below are Catalog Priced Items and are not available on the GSA Contract.					
1	██████████	██████████	EA		\$38,400.00	\$38,400.00
	██████████ expected delivery date is July 2014.					
1	MT-███	Maintenance █████	EA		\$5,000.00	\$5,000.00
3	2009523-101	Laptop PC	EA		\$3,500.00	\$10,500.00
1	██████████-SW	██████████ Software	EA		\$22,000.00	\$22,000.00
1	██████████-SW	██████████ Software	EA		\$22,000.00	\$22,000.00
1	██████████-SW	██████████ Software	EA		\$22,000.00	\$22,000.00
	Purchasing this software is contingent on authorization and approval of the FBI NDA.					
1	██████████-SW	██████████ Software	EA		\$20,000.00	\$20,000.00



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 michael.hynes@longbeach.gov
 lloyd_cox@longbeach.gov
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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[REDACTED]	[REDACTED]	EA		\$8,625.00	\$8,625.00
		Item [REDACTED] is not a Harris product and therefore we offer no warranty on this product. Contact the Manufacturer [REDACTED] for any warranty information that may be available.				
4	TRAIN-MLB	Training - Melbourne	EA		\$4,000.00	\$16,000.00
		[REDACTED] & Training.				
		NOTE	*			\$0.00
		Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.				
		NOTE	*			\$0.00
		After PO is issued, please call 1-800-358-5297 or 1-321-309-7535 to schedule training. Please have your Purchase Order number ready when you call as it will be necessary for scheduling.				
			*			\$0.00
			*			\$0.00



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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	LONGBEACH	WPG5		Net 30	0/0/0000	4,601
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE	*			\$0.00
		Delivery is 90 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

Remit Payment To:		
Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account # [REDACTED] ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment. Harris Tax ID# [REDACTED]		

Subtotal	\$420,327.00
Misc	\$0.00
Tax	\$34,853.60
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$455,180.60

STATE of CALIFORNIA - COUNTY of LOS ANGELES RETURN TO SEARCH WARRANT

Affiant's Name, being sworn, says that he conducted a search pursuant to the Search Warrant described below:

Issuing Magistrate: **Judge Name of Judge**

Magistrate's Court : **Superior Court of California, County of Los Angeles, Long Beach Superior Court, Dept. #.**

Date of Issuance : **Click here to enter a date.**

Date of Service : **Click here to enter a date.**

and searched the following **location(s), vehicle(s), and person(s):**

LOCATION: **Select Service Provider.. ATTN: Subpoena Compliance.**

FOR THE FOLLOWING TARGET TELEPHONE NUMBER(S): **Enter Phone Number(s).**

and **Seized the Items*** Described in the attached and incorporated inventory Described below :

1.

I further swear that this is a true and detailed account of all the property taken by me pursuant to the search warrant, and the pursuant to Penal Code Sections 1528 and 1536 this property will be retained in my custody, subject to the order of this court or of any other court in which the offense in respect to which the seized property is triable.

(Signature of Affiant)

Sworn to and Subscribed before me this _____ day of _____, _____, at _____ A.M. / P.M.

(Signature of Magistrate)

Judge of the **Superior Court of California, County of Los Angeles, Long Beach Superior Court, Dept.**

(Magistrate's Printed Name)

* List all items seized, including those not specifically listed on the Search Warrant

STATE of CALIFORNIA, COUNTY of LOS ANGELES,
ATTACHED and INCORPORATED



STATEMENT OF PROBABLE CAUSE

Affiant declares under penalty of perjury that the following facts are true and that there is probable cause to believe, and Affiant does believe, that the requested information and services for the Target Telephone Number(s) are now in the described locations:

PLACE TO BE SEARCHED: **Select Service Provider**, hereafter referred to as "Service Provider." **ATTN: Subpoena Compliance.** I verified that Service Provider is a California corporation or foreign corporation doing business in California at the aforementioned location, and is a provider of electronic communication service as defined in California Penal Code Section 1524.2(a)(1) and 18 USC § 2510(15). I request night service be authorized so Service Provider may be served after hours via FAX or e-mail and/or to allow law enforcement to monitor the phone data requested herein 24 hours a day for the duration of this Search Warrant.

FOR THE FOLLOWING TARGET TELEPHONE NUMBER(S): **Enter Target Telephone Number(s)**, hereafter referred to as "Target Telephone Number(s)."

I say that there is probable and reasonable cause to believe and that I do believe that the said property constitutes: (See P.C. §1524(a)(12) and 18 USC § 2703(c), 2703(d), 3122, and 3123).

I say that the facts in support of the issuance of the Search Warrant are as follows: that I am a Police Officer and have been so employed for 30 years;

That while acting in said capacity; I have received the following information:

SUMMARY OF INVESTIGATION

Based on the aforementioned information, I believe probable cause exists to examine the account associated with the Target Telephone Number(s) for subscriber information, call detail records with cellular site information, GPS location information, and a pen register/trap-and-trace. Based on my training and experience, I believe utilizing this information, in conjunction with traditional investigative techniques, may greatly assist in this investigation and help law enforcement locate and apprehend the outstanding suspect(s). The following explains how the information and services requested herein will assist in this investigation:

- Subscriber information for the Target Telephone Number(s) and phones contacted by the Target Telephone Number(s) during the period of time authorized by the Search Warrant will provide me with

the cellular device's registered owner's name, address, device serial number, and activation/deactivation date. This basic information will aid in identifying the subscriber of the Target Telephone Number(s) as well as what type of cellular device is associated with the account (i.e. serial number and other network related numbers). The subscriber information of other phones communicating with the Target Telephone Number(s) is vital in the identification of coconspirators and associates of the suspect(s). By identifying the users of the phones contacted by the Target Telephone Number(s), in conjunction with traditional investigative techniques, law enforcement will be able to utilize this information to locate and arrest the suspect(s).

- Call detail records with cellular site information will tend to show telephone numbers that the Target Telephone(s) has communicated with before, during, and after the crime as well as basic cellular tower location information which can range up to 20 miles, depending on the environment. This information will aid with identifying the whereabouts and identity, if unknown, of the suspect(s). Call detail records with cellular tower location information of telephone numbers the Target Telephone Number(s) has contacted will tend to identify other co-conspirators, additional suspects, friends, family, and/or accessories involved in the case. It is important to identify the telephone numbers most commonly contacted by the Target Telephone Number(s) because this information may assist law enforcement locate and apprehend the suspect(s). Based on my training and experience, I have learned that suspect(s) often call friends, family, or co-conspirators to ask for assistance with money, a place to hide, or to receive other forms of charity that will allow them to avoid detection by law enforcement. I have personally worked multiple cases in the past where a suspect has called a friend or family member before traveling to their residence to hide. Once the suspect arrived at the location, they shut their cellular phone off and began using a new cellular phone provided by their family or friend. In these cases, the only way I was able to locate and arrest the suspect was identifying the most commonly called telephone numbers as well as the last telephone number the suspect called.
- The installation of a pen register/trap and trace device with cellular tower information will provide law enforcement with basic real time information pertaining to the Target Telephone Number(s), such as: date/time of call, duration, outgoing telephone number, incoming telephone number, and cellular site/sector. This is very basic information that does not provide any call content (law enforcement cannot hear any voice communication or see the content of text messages). Although this is basic information, it may assist law enforcement identify a general location where the suspect may be hiding and/or help identify coconspirators or other persons who may be relevant to this investigation that could be assisting the suspect(s). According to *Smith vs. Maryland*, 442 U.S. 735 (1979), the United States Supreme Court used an analogy and compared a pen register/trap-and-trace to an un-opened piece of mail: any person can see who an envelope was addressed to and who it was from, however, they cannot see the "content" contained inside the envelope unless they open it. The US Supreme Court ruled that a pen register/trap-and-trace is not a search and does not fall under the Fourth Amendment; therefore, a search warrant is not required because we can only see the incoming and outgoing telephone numbers, we cannot hear any conversations or see any text messages which would be considered "content". If law enforcement were to request "content", this information would fall under the Title III Wiretap category which is a completely different process and is NOT being requested in this case.

- GPS Precision Location Information will enable law enforcement to locate the Target Telephone(s) with a higher degree of certainty than a pen register/trap-and-trace. There are a lot of variables with the accuracy of GPS and some Service Providers do not offer this feature for law enforcement. Therefore, it is imperative to utilize traditional investigative techniques, call detail records, pen register/trap-and-trace data, and GPS in order to locate the suspect(s). Third Party GPS Precision Location Information enables law enforcement to identify the user of phones being contacted by or contacting the Target Telephone(s). Since modern cellular phones can be purchased without the use of identification, Service Providers typically do not have any subscriber information on file identifying the user of the phone.

Based on my training and experience as an Detective, I know suspects/fugitives usually maintain contact with family members, friends, boyfriends/girlfriends, other criminal associates, and other individuals who can assist him/her elude law enforcement in order to avoid being arrested. These individuals can advise the fugitive of police inquiries, provide monetary assistance, as well as other types of aid. The use of a cellular phone is likely the primary means a suspect/fugitive can maintain contact with those aiding and abetting their fugitive status. By doing so, the suspect/fugitive's cellular telephone records, GPS location information, and data collected during a pen register/trap-and-trace, may furnish evidence that tends to show a conspiracy to obstruct justice has occurred (violation of 182(5) PC). Furthermore, this information may also tend to identify persons who have been harboring, concealing, or aiding the fugitive (violation of 32 PC) who may help law enforcement locate and arrest the fugitive as well as any other co-conspirators involved in the case.

SEALING ORDER / SERVICE OF WARRANT

Good cause appearing herein, I request that the Affidavit in Support of Search Warrant, the attached and incorporated Statement of Probable Cause, Search Warrant, and Return to Search warrant, be sealed.

Sealing Order: Pending further order of the court, this Search Warrant and all accompanying documents shall not become a public record and shall be sealed and maintained in the custody of the Los Angeles County Sheriff's Department in a secure location, accessible to only supervisory personnel. Grounds for sealing:

Official Information (Ca. Evidence Code § 1040) Informant Protection (Ca. Evidence Code § 1041)

These documents shall not be made a public record until further order of this Court. This Court finds it is necessary to seal these documents in order to implement the official information privilege pursuant to Evidence Code sections 1040 to 1042 to preserve the confidentiality of official information. This Court further finds that disclosure of the information contained in these documents is against the public interest because there is a necessity for preserving the confidentiality of official information that outweighs the necessity for disclosure. Accordingly, I request this Court grant this Sealing Order to implement the privilege pursuant to California Evidence Code sections 1040 to 1042 to protect official information.

In granting this Sealing Order this Court finds that: (1) there exists an overriding interest that overcomes the right of public access to the records of this Search Warrant; (2) the overriding interest supports sealing the records of this Search Warrant; (3) a substantial probability exists that the overriding interest will be prejudiced

if the records of this Search Warrant are not sealed; (4) the proposed sealing is narrowly tailored considering the facts and basis for the issuance of this Search Warrant; and (5) no less restrictive means exist to achieve the overriding interest.

Based on my training and experience, I know that suspects are constantly trying to identify law enforcement electronic surveillance techniques and how that information is used locate and apprehend them. While criminals have knowledge that law enforcement use information obtained from cell phone companies in their investigations, they are often unaware of the scope and circumstances in which law enforcement does request Affidavits in Support of Search Warrants to obtain this type of information. These criminals are also typically unaware in the ways law enforcement utilizes this information to apprehend them and discover their criminal conduct. Because of this lack of knowledge, suspects often retain and use cell phones to facilitate crimes, coordinate with coconspirators, contact associates, and engage in other activities. Since criminals are generally unaware of these law enforcement techniques, it is in the best interest of the public that these investigative techniques are preserved and kept confidential.

Based on my training and experience, it is common practice for criminals to discuss with one another investigative techniques used by law enforcement to apprehend them. Criminals will often work together to discover and develop ways to thwart law enforcement techniques used to apprehend them. For example, I have seen and learned of various anti-law enforcement techniques that have been developed and passed on to large populations of criminals such as counter surveillance techniques, fleeing pursuit techniques, covert/coded communication, anti-interception of cell phone communication techniques, and counter arrest and control techniques. If the techniques used in this investigation were to be divulged, it would seriously jeopardize the ability to utilize the same or similar techniques for other serious investigations such as, apprehending murder suspects, terrorists, rapists, kidnaping suspects, and child molest suspects. Furthermore, law enforcement often attempts to arrest the same suspect for new and/or repeat criminal conduct. I have personally arrested many suspects over the years that are repeat offenders and/or considered career criminals. Therefore, it would be foolish for law enforcement to divulge our electronic surveillance techniques to wanted suspects because this information would seriously jeopardize future investigations and essentially alert the suspect and his/her friends on how to circumvent our techniques. Moreover, the information requested herein is being utilized to locate and apprehend the suspect, not as additional evidence in a criminal case. For these reasons California Evidence Code § 1040 allows law enforcement not to disclose their investigative techniques when the need for disclosure is outweighed by society's need to preserve confidentiality. If criminals were to learn of these investigative techniques they would be able to easily combat them by developing various methods to thwart law enforcement, such as discarding cell phones at a much higher rate or developing other techniques to avoid GPS and pen register/trap-and-trace data.

In the past, when officers invoked their right to retain their investigative techniques under California Evidence

Code § 1040 in relation to a surveillance location, the Court of Appeal agreed to keep the information confidential in their finding in *People v. Walker* (1991) 230 Cal.App.3d 230, 235-8. The concept of protecting surveillance locations finds strong support in an analogy to the confidential informer privilege. According to a quote from *United States v. Green* (D.C. Cir. 1981) 670 F.2d 1148, 1155, "Like confidential informants, hidden observation posts may often prove to be useful law enforcement tools, so long as they remain secret. Just as the disclosure of an informer's identity may destroy his [or her] future usefulness in criminal investigations, the identification of a hidden observation post will likely destroy the future value of that location for police surveillance. The revelation of a surveillance location might also threaten the safety of police officers using the observation post, or lead to adversity for cooperative owners or occupants of the building. Finally, the assurance of nondisclosure of a surveillance location may be necessary to encourage property owners or occupants to allow the police to make such use of their property."

It is important to note that, pursuant to California Penal Code 1524(a)(12), the objective for obtaining the information requested herein is specifically for "Locating an individual who has committed or is committing a felony," and not for obtaining additional material evidence that will be used to prosecute the suspect. Therefore, the information obtained with this search warrant is not necessarily connected to the establishment of the suspect's guilt, and it is not anticipated this information will be used in any judicial hearing against the suspect(s). Essentially, the information requested herein will be utilized in conjunction with traditional investigative techniques to locate and apprehend the suspect(s). Hence the need for disclosure to the suspects is of lesser value, *People v. Montgomery* (1988). If it is discovered at any time that the information obtained through this search warrant is of material value to the prosecution or the defense of the accused, the Court will be notified prior to the commencement of criminal proceedings so that this warrant will be unsealed and disclosed.

Based on my training and experience, I know that utilizing cellular technology to locate and apprehend suspects is non-intrusive when compared to executing a search warrant at a person's home or place of business because the information transmitted to and from the cellular device travels through a third party, namely the Service Provider. People are generally aware of this fact and know that their communications can be intercepted by not only law enforcement, but by other tech savvy criminals. This theory has proven to be reliable because, based on my training and experience, I know that suspects often change cellular phones to avoid detection by law enforcement. I have personally seen criminals change phones on a daily basis. The information requested within this search warrant is also very limited, since it does not allow law enforcement to receive the content of any cell phone communication (content can only be intercepted when a Title III Wire Tap is authorized which does not apply in this case). Law enforcement only receives limited GPS information at 15 minute intervals (depending on the Service Provider), the date/time of the calls, the telephone numbers calling the suspect or telephone numbers the suspect is calling, and the location of the cellular tower the suspect's cellular phone is registering with. The United States Supreme Court agreed in their finding in *Smith vs.*

Maryland, 442 U.S. 735 (1979) where they found that the installation and use of the pen register was not a "search" within the meaning of the Fourth Amendment, therefore, no warrant was required.

NIGHT SEARCH REQUEST

I request night service be authorized allowing service of the Search Warrant to Service Provider Subpoena Compliance at any time, day or night, within ten days of issuance. Based on my training and experience, I know that Service Provider has Law Enforcement Compliance Analysts on duty 24 hours a days, 7 days a week to process requests. I frequently send Search Warrants over to the telecommunication companies via e-mail or FAX after midnight for billing purposes if I know that I will not be able to monitor the PEN register/trap-and-trace and/or GPS location information until the following day. Over the years, I have learned that utilizing this method serves two important functions: 1. It reduces unnecessary costs because Service Provider can charge up to \$100.00 per day for their services, 2. Our request will be processed quicker because it will be at the top of Service Provider's list for that particular day. Moreover, the authorization of night service is no more intrusive than serving Service Provider during business hours because this request will be sent via e-mail or FAX to their Subpoena Compliance Unit; I will not be making entry into a business or any other structure to serve this Search Warrant. I also request permission to monitor the pen register/trap-and-trace as well as GPS precision location information at any time, day or night, for the thirty (30) day time period covered by this Search Warrant. Furthermore, I request law enforcement officers and agents have permission to pause or stop activation and/or monitoring of the pen register/trap-and trace and/or GPS precision location information at any time during the thirty day period covered by this Search Warrant and may resume activation and/or monitoring without further order from this Court, so as long as the activation and/or monitoring is resumed during the thirty day period authorized by this Search Warrant.

CONCLUSION

During a majority of the investigations that I have participated in over the past several years, I have seen a steady rise in the usage of cellular phones by criminals. Based on my experiences, it is commonplace for criminals to have cellular phones; it is rare when I locate a criminal who does not have a cellular phone. In this digital era, even criminals regularly use the internet, cellular phones, or other telecommunications devices to communicate via voice, text message, peer to peer messaging, and/or social networking sites such as MySpace, Facebook, Twitter, etc. In many cases, utilizing these methods of communication offers a discrete and/or completely anonymous way of keeping in contact with people anywhere in the world at any given time.

When any person makes or receives a phone call on their cellular phone, the following information for each call is stored by their respective phone company for at least one year: date, time, duration, phone number dialed or received numbers (even if caller identification is blocked by the calling party), text message transaction data, IP packet data session logs, and cellular tower location/sector at the beginning and ending of the call/data session. This is very basic information and does not provide an exact location of the person nor does it identify

the other party. Cellular towers are strategically placed throughout the world by phone companies in an attempt to provide a seamless operation so people can travel virtually anywhere and make or receive a call. A typical cellular phone tower will be mounted up high on a large pole, building, or other structure which provides an unobstructed view of the population below. Cellular towers are divided into sectors, depending on the cellular provider. Each individual sector is mounted on the tower and faces a specific direction to provide maximum cellular coverage for the people in the area. The range of the tower depends on environmental factors and whether it is located in a highly populated urban environment or desolate rural area. Cellular towers do not provide an exact location of the suspect; they can only provide the physical location of the tower itself and a direction from the tower which can cover an area anywhere from 0-20 miles.

Some cellular companies offer GPS capabilities and/or cellular tower triangulation to law enforcement after receiving a Search Warrant, while other cellular companies do not offer either of these services and can only provide cellular tower locations. Utilizing GPS and/or cellular tower triangulation gives a much smaller area to search and greatly increases the likelihood that law enforcement will be able to locate the suspect. Cellular companies typically provide GPS and/or cellular tower triangulation at fifteen minute intervals, not on a real time basis. Indeed, this location information is beneficial and definitely helps law enforcement get into an area where the suspect may be; however, traditional investigative techniques are still required to locate the suspect's exact location. Often times the suspect may be hiding with family or friends, which may fall within the area of the GPS and/or cellular tower triangulation. There have been times when I was unable to find the suspect; however, his/her vehicle was located within the area of the GPS and/or cellular tower triangulation. In these situations, I conducted surveillance on the vehicle until the suspect returned. Unfortunately, there have also been times when I was unable to locate a suspect even after utilizing GPS and/or cellular tower triangulation. At the conclusion of past investigations, after the suspect was arrested, I learned the suspect was in close proximity to the GPS radius but not within the specific area given by the Service Provider.

I am aware that criminals commonly change their phone numbers, or purchase new phones, in order to defeat surveillance by law enforcement. Pre-paid cellular phones, otherwise known as "disposable phones" or "burner phones" are easily purchased at nearly any local supermarket or convenient store, such as 7-11 or Circle K. Pre-paid phones offer people the opportunity to purchase a cellular phone anonymously without having to fill out any application or complete a credit check, which allows anyone to use a false name and/or on their account. The cost for a pre-paid phone is rather cheap and costs anywhere between \$30-\$50 per month for unlimited talk, text, and internet usage.

The ease of being able to purchase a pre-paid phone has caused law enforcement a lot of problems when attempting to locate wanted felons because it becomes very difficult, sometimes impossible, to determine the identity of a subscriber when they list a false name, such as "Mickey Mouse" or "John Doe", on their pre-paid cellular phone account. I have personally encountered these false names as well as many other false names

during past investigations. It seems to be a growing trend for suspects to list false names, or even no names, on their pre-paid cellular phone accounts.

Based upon the aforementioned facts and circumstances, I have reasonable cause to believe that grounds for the issuance of a Search Warrant exist, as set forth in Section 1524 of the California Penal Code as well as 18 USC § 2703(c), 2703(d), 3122, and 3123). I pray that a Search Warrant be issued based upon the aforementioned facts, for the seizure of said property, or any part thereof, good cause being shown thereof, and the same be brought before this Magistrate or retained subject to the order of the court, or of any court in which the offense(s) in respect to which the property of things taken, triable, pursuant to Section 1536 of the Penal Code.

Items attached and incorporated by Reference: YES NO

I certify (declare) under penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, California

_____, _____ day of _____, _____, at _____ A.M. / P.M.
(Signature of Affiant)