[redacted]

D	Direction Finding Covert Surveillance Equipment- Digital Receiver Technology Hardware Upgrade [redacted]	13LE-00-SURV	Equipment, Law Enforcement Surveillance	NO	UASI	LE	Terrorism Incident Prevention Equipment	1523677	Cal EMA 11-22 Program	10-00804	New-In Use	Anaheim Police Dept	12/20/11	[redacted]		231,197		231,197	1	231,197	
D	Direction Finding Covert Surveillance Equipment- Digital Receiver Technology Software Upgrade [redacted]	13LE-00-SURV	Equipment, Law Enforcement Surveillance	NO	UASI	LE	Terrorism Incident Prevention Equipment	1523678	Harris Inc	N/A	New-In Use	Anaheim Police Dept	1/30/12	[redacted]		94,820		94,820	1	94,820	
D	Digital Receiver Technology Upgrade: Training	21GN-00-TRNG	Training	NO	UASI	LE	Terrorism Incident Prevention Equipment	1523678	Harris Inc	N/A	New-In Use	Anaheim Police Dept	1/30/12	No hold indicated		10,500		10,500	1	10,500	

[redacted]

A0001

Project	Equipment Description (Quantity)	AEL #	AEL Title	SAFECOM Equip	Funding Source	Discipline	Solution Area / Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Port OE > Enforcement Cost $10K	Dual Use Involved	Hold Trigger	Approval Date	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Total Approved	Remaining Balance
	Direction finding Covert Surveillance Equipment- Digital Receiver Technology Software Upgrade- Qty: 1 [redacted] Core Capability: Intelligence and Information Sharing	13LE-00-SURV	Equipment, Law Enforcement Surveillance	No	HSGP-UASI	LE	Terrorism Incident Prevention Equipment	1523624 679-02637	Harris Corporation	12-00096	New-In Use	Anaheim PD	10/1/13	No	Yes	No hold indicated		41,600		20,000	1	20,000	21,600

[redacted]

A0002

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EQUIPMENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #: 97.067

Anaheim/Santa Ana Urban Area Security Initi

059-95010
2012-00123

LEDGER TYPE:	Cash Request
Today's Date	Tuesday, April 15, 2014
Expenditure Period: (Date) From:	7/1/2013
(Date) To:	6/30/2015
Cash Request or Mod. #	1
Approval: Cal EMA ONLY Date & Initials (Prog. Rep.):	4/21/2014 JA

Project	Equipment Description (Quantity)	AEL #	AEL Title	SHSP/UASI or SLA	Funding Source	Discipline	Solution Area: Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Part of a Procurement over 100k	SAR Source Involved	Hold Trigger	Approval Date	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Total Approved	Remaining Balance
[redacted]																							
	Direction Finding Covert Surveillance Equipment- Digital Receiver Technology Hardware Upgrade, Qty: [redacted] Core Capability: Intelligence and Information Sharing	13IT-00-SGNT	Software, Investigative, Signals Intelligence	No	HSGP-UASI	LE	Terrorism Incident Prevention Equipment	1523622 (Order #849)	CalEMA 1122 Program	12-00096	New-In Use	Anaheim PD	10/1/13	No	Yes	No hold indicated		86,169		79,786	1	79,786	6,383

Equipment Description (Quantity)	AEL #	AEL Title	SAFECOM Compliant	Funding Source	Discipline	Solution Area Sub-Category	Grantee Number	Vendor	OT Proj Number	Emergency Operations	Deployment Location	Acquired Date	Part of a Procurement	Sole Source Y/N	Hold Things	Approval Date	Estimated Cost	Amount Approved	Amount Paid	Cash Request #	Total Approved	Remaining Balance
[redacted]																						
Direction Finding Covert Surveillance Equipment- Digital Receiver Technology Hardware Device Upgrade [redacted] Core Capability: Intelligence and Information Sharing	13IT-00-SGNT	Software, Investigative, Signals Intelligence	No	HSGP-UASI	LE	Terrorism Incident Prevention Equipment	1523522 (Order #849), INV - 201321566	CalEMA 1122 Program, KeyW Corporation	12-00096, 12-00121	New-In Use	Anaheim PD	10/1/2013 - 1/2/2014	No	Yes	No hold indicated		95,898	79,786	16,112	1, 2	95,898	-
Direction Finding Covert Surveillance Equipment- Digital Receiver Technology Software Upgrade for Hardware Device- [redacted] Core Capability: Intelligence and Information Sharing	13LE-00-SURV	Equipment, Law Enforcement Surveillance	No	HSGP-UASI	LE	Terrorism Incident Prevention Equipment	1523624 679-02637	Harris Corporation	12-00096	New-In Use	Anaheim PD	10/1/13	No	Yes	No hold indicated		20,000	20,000		1	20,000	-
[redacted]																						

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY: 2010 Grant Number: 2010-0085 CalEMA ID# 059-95010

Subgrantee name: Anaheim/Santa UASI Project: D – Intel/Early Warning

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: **Harris Project** Project Budget: **$ 367,245.49**

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

   The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007

3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

   This device is being purchased through the City of Anaheim's "Covert Purchase" guidelines. The guidelines require the signature of the Chief of Police and City Manager. Covert Purchases are reserved to purchases, in which the knowledge of the purchase may give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

   a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

   The majority of the project budget ($251,426.74) is being purchased through Cal EMA's 1122 Homeland Security Program. The GSA pricing through Cal EMA is only good on the actual Hardware which accounts for the above price. The software and training provided by Harris for the hardware to run has to be purchased at the same time. This request is for the sole source purchase of the software and training associated with the 1122 purchase of the hardware. The total amount not covered under GSA pricing is $115,818.75

   b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

Yes – The majority of the purchase will be conducted through Cal EMA's 1122 program. This program allows local agencies to utilize GSA pricing.

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

Yes

7. Has your organization determined the costs are reasonable?

Yes – 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

First - The Harris equipment is the only device available that can provide the necessary service.

Second - 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

Submitted by TIM MILLER (Name) Tim Miller (Signature) Date: 10-24-11

FY09 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	10/19/11

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007.

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system we will not be able to conduct covert surveillance [redacted] Increasingly, [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the DRT device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to [redacted] Increasingly [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/1/11	Funds given to Cal EMA for purchase of equipment
3/1/12	Harris delivers equipment
3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer for this device capable of conducting this type of covert tracking.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to [redacted] Increasingly [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/1/11	Funds given to Cal EMA for purchase of equipment
3/1/12	Harris delivers equipment
3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule.

ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

[redacted]

ALTERNATIVE #1 - DO NOTHING

Risk Description

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works.

[redacted]

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.
Alt. 2	2	Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product do to the fact that the item has already been discounted through the GSA pricing schedule.
Alt. 3	1	The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, December 20, 2011 1:55 PM
To: Ryan Tisdale
Subject: RE: Covert Purchase

Tisdale confirmed via phone that extra $11,500 was Cal EMA's error.

Not on the Harris quote, but it is on the CAL EMA invoice.

From: Ryan Tisdale
Sent: Tuesday, December 20, 2011 1:54 PM
To: Kerrstyn Vega
Subject: Re: Covert Purchase

Is it listed on the quote? I don't remember if it was.

From: Kerrstyn Vega
Sent: Tuesday, December 20, 2011 01:52 PM
To: Ryan Tisdale
Subject: FW: Covert Purchase

Did you realize the shipping/handling on this is $11,500?? Does that sound right?

From: Jennifer Sorensen
Sent: Tuesday, December 20, 2011 12:33 PM
To: Kerrstyn Vega
Subject: Covert Purchase

Hi Kerrstyn,

On the purchase request, it lists that "$231,197 will pass through Cal EMA".... However check request is for $242,967. Just trying to understand the increase.

Thanks,
Jennifer

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

Bob Wingenroth

From: John Welter
Sent: Friday, December 02, 2011 1:50 PM
To: Bob Wingenroth
Subject: Cell phone tracking technology purchase
Attachments: Harris APPROVAL.pdf; Harvey NDA.pdf

Warning: [redacted] Harris (the company providing the technology) recognized this problem so they have police departments sign Non-Disclosure Agreements (NDA) in order to receive a quote. Furthermore, if the police department is requesting to order a Harris unit [redacted] the organization must be vetted and approved by the FBI. According to the NDA, we must not discuss or reveal the Harris equipment in any way. Furthermore, if we encounter a situation where we may have to disclose the fact we used Harris gear to track a phone, we must immediately contact the FBI Tracking Unit who will send a legal representative out to combat the issue in an attempt to avoid further disclosure. I attached a copy of the NDA as well as the FBI approval letters.

Justification for sole source:

Harris developed [redacted] Harris is currently the only company that makes a solution that will track 3G/4G cellular phones. In fact, all of the major United States Government entities, such as the FBI, US Marshals, and US Secret Service have switched from DRT over to Harris because of their capabilities. At the present time, the Anaheim Police Department [redacted] When an Anaheim citizen is victimized and their [redacted] Moreover, if the Anaheim Police Department receives a call about an endangered missing person [redacted]

APD is [redacted] Unfortunately, [redacted] Many cellular providers are heavily marketing their new [redacted] As a result, [redacted] Many criminals [redacted] When a person [redacted]

John

U.S. Department of Justice

Federal Bureau of Investigation

COPY

Washington, D. C. 20535-0001

September 22, 2011

Harris Corporation
Wireless Products Group
P.O. Box 9880 MS:R5/11A
Melbourne, FL 32902

Attention: Patricia Sciandra

Re: Contract J-FBI-09-211 [redacted] Restricted
Software Request Approval - Anaheim Police Department

Dear Ms. Sciandra:

The Federal Bureau of Investigation (FBI) has an approved non-disclosure agreement (NDA) in place with the captioned law enforcement agency. In accordance with the cited restricted software agreement and the April 6, 2010 agreement between the FBI and the Harris Corporation, your notification to the FBI of the agency's intent to purchase, and our execution of the NDA, meets the FBI's advance coordination requirement. Therefore, the Harris Corporation is permitted to sell the state-and-local version of the Stingray product with the restricted software to the Anaheim Police Department.

If there are any questions, please contact me.

Sincerely,

Bradley S. Morrison
Chief, Tracking Technology Unit
Operational Technology Division
Telephone 703-985-6840

cc: Julian Harvey, Lieutenant
Anaheim Police Department

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

August 17, 2011

Julian Harvey
Lieutenant
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805

Re: Purchase of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

Dear Lieutenant Harvey:

We have been advised by Harris Corporation of the Anaheim Police Department's request to purchase certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal and national security investigations. That is, disclosure of this information could result in the FBI's inability to protect the public from

terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation, and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including by not limited to: in press releases, in court documents, during judicial hearings, or during other public forums or proceedings. Accordingly, the Anaheim Police Department agrees to the following conditions in connection with its purchase and use of the Harris Corporation equipment/technology:

1. The Anaheim Police Department will ensure that operators of the equipment have met the operator training standards identified by the FBI and are certified to conduct operations.

2. The Anaheim Police Department will coordinate with the FBI in advance of its use of the wireless collection equipment/technology to ensure de-confliction of respective missions.

3. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) to the public, including to any non-law enforcement individuals or agencies.

4. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) provided to it any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning the wireless collection equipment/technology or any software, manuals, or related technical documentation related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive, For Official Use Only - Not to be Disclosed Outside of the Anaheim Police Department."

5. The Anaheim Police Department shall not, in any civil or criminal proceeding, use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology including, but not limited to, during pre-trial matters, in search warrants and related affidavits, in discovery, in response to court ordered disclosure, in other affidavits, in grand jury hearings, in the State's case-in-chief, rebuttal, or on appeal, or in testimony in any phase of civil or criminal trial, without the prior written approval of the FBI. If the Anaheim Police Department learns that a District Attorney, prosecutor, or a court is considering or intends to use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology in a manner that will cause law enforcement sensitive information relating to the technology to be made known to the public, Anaheim Police Department will immediately notify the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise.

Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

In addition, the Anaheim Police Department will, at the request of the FBI, seek dismissal of the case in lieu of using or providing, or allowing others to use or provide, any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (beyond the evidentiary results obtained through the use of the equipment/technology), if using or providing such information would potentially or actually compromise the equipment/technology.

6. A copy of any court order in any proceeding in which the Anaheim Police Department is a party directing disclosure of information concerning the Harris Corporation equipment/technology and any associated software, operating manuals, or related documentation (including its technical/engineering description(s) and capabilities) will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B

Quantico, Virginia 22135
(703) 985-6840

7. The Anaheim Police Department will not publicize its purchase or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies, or other government agencies, including, but not limited to, in any news or press releases, interviews, or direct or indirect statements to the media.

8. In the event that the Anaheim Police Department receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities), the Anaheim Police Department will immediately notify the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

The Anaheim Police Department's acceptance of the above conditions shall be evidenced by the signature below of an authorized representative of the Anaheim Police Department.

Sincerely,

Amy S. Hess
Assistant Director
Operational Technology Division
Federal Bureau of Investigation

Acknowledged and agreed to this 22nd day of August 2011.

Julian Harvey
Lieutenant
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805

Quote	QTE6779-03074
Date	10/18/2011
Page	1

Quotation

Bill To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,739

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE	The GSA Contract Number for purchasing the items below is GS-35F-0283J.	*			$0.00
1	[redacted]	[redacted]	EA		$134,952.00	$134,952.00
1	[redacted]	[redacted]	EA		$18,419.00	$18,419.00
1	[redacted]	[redacted]	EA		$16,915.00	$16,915.00
1	[redacted]	[redacted]	EA		$14,954.00	$14,954.00
1	[redacted]	[redacted]	EA		$35,015.00	$35,015.00
1	[redacted]	[redacted]	EA		$10,942.00	$10,942.00
	NOTE	If you are tax exempt please provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			$0.00
	NOTE	Please reference GSA Contract #GS-35F-0283J on the Purchase Order. Thank you.	*			$0.00
	NOTE	Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			$0.00

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

Approved By: _____

Subtotal	$231,197.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$231,197.00

STATE OF CALIFORNIA

CALIFO IA EMERGENCY MANAGEMENT AGENCY

GSA ORDERING FORM - 1122 rogram

(GSA Schedule Items Only)

CCDPP-1122C1 (New 5-08)

Order#: 784 Date of Order: December 15, 2011

Ordering Agency

Agency Name: Anaheim Police Department LEA#: 3001

POC: Lieutenant Tim Miller

Phone #: (714) 497-6442 Cell#: Fax #: (714) 245-8098

Ship to

Agency Name: Anaheim Police Department

Address: 425 S. Harbor Blvd

City: Anaheim Zip: 92805

POC: Chad Meyer

Selected Vendor

Company Name: Harris Corp - Wireless Products Group GSA Contract#: GS-35F-0283J

POC: Susan McCreery

Phone #: (321) 309-7459 FAX: (321) 409-6975

Item#	Item Description	Qty	Price	Cost	Retail	Savings	%Saved
[redacted]	[redacted]	1	134,952.00	134,952.00	148,000.00	13,048.00	8.82
[redacted]	[redacted]	1	18,419.00	18,419.00	20,200.00	1,781.00	8.82
[redacted]	[redacted]	1	16,915.00	16,915.00	18,550.00	1,635.00	8.81
[redacted]	[redacted]	1	14,954.00	14,954.00	16,400.00	1,446.00	8.82
[redacted]	[redacted]	1	35,015.00	35,015.00	38,400.00	3,385.00	8.82
[redacted]	[redacted]	1	10,942.00	10,942.00	12,000.00	1,058.00	8.82
			Total:	231,197.00	253,550.00	22,353.00	8.82
			Shipping / Handling:	11,500.00			
			Sales Tax:				
			Grand Total:	242,697.00			

Authorizing Signature

This signed GSA Ordering form will be mailed to:
1122 Program, 3650 Schriever Avenue, Mather, CA 95655

Make your check payable to "CalEMA / 1122 Program".
Place your order# on the check and mail to:
CalEMA Accounting,3650 Schriever Avenue, Mather, CA 95655

STATE OF CALIFORNIA
GSA STOCK RECEIVED FORI 1122 Program
CCDPP-1122E1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 784 Date of Order: December 15, 2011

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☐ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	
2	[redacted]	1	
3	[redacted]	1	
4	[redacted]	1	
5	[redacted]	1	
6	[redacted]	1	

NOTE:
Please fax completed Stock Received form to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☐ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: *I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.*

Signature Date

FAXIMILE TRANSMISSION

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
1122 Program - California Public Safety Procurement Program
3650 Schriever Ave
Mather, CA 95655
(916) 324-8578 / (916) 324-9161
FAX (916) 327-8714

TO: **Lieutenant Tim Miller, Anaheim Police Department** **FAX: (714) 245-8098**

FROM: **Cathy M. Vigil, 1122 Program, Procurement NCO**
Barrett Benson, 1122 Program, Procurement

DATE: **December 16, 2011**

SUBJECT: **Approved Ordering Form - 1122 Program**

REMARKS:

Your order request has been approved. To complete this transaction the following needs to occur:

- **Send transfer of funds to CalEMA accounting unit**
- **Send ordering form with original signatures to CPSPP**

Please call if you have any questions.

Thanks,

California 1122 Program, CPSPP
FAX: (916) 327-8714

Cathy M. Vigil
(916) 324-8578
Email: cathy.vigil@calema.ca.gov

Barrett Benson
(916) 324-9161
Email: barrett.benson@calema.ca.gov

CALIFORNIA PUBLIC SAFETY PROCUREMENT PROGRAM
"SAVING MONEY... SAVING LIVES..."

If you do not receive the number of pages indicated, please call (916) 324-8578 or (916) 324-9161.

This document being faxed is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this document is not the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this in error, please return to the sender at the address on top via the United States Postal Service

EPLS Excluded Parties List System

Search Results Excluded By Firm, Entity, or Vessel : Harris Corporation as of 15-Nov-2011 1:31 PM EST

Name EAST HARRIS COUNTY ORTHOPEDICS ASSOCIATES, PA
Classification Firm
Exclusion Type Reciprocal
Description none

Address(es) --
Address 9 WEST LANE, HOUSTON, TX, 77019
DUNS [redacted]

CT Action(s) --
Action Date 20-Feb-2006
Termination Date Indef.
CT Code Z1
Agency HHS
EPLS Create Date 19-Apr-2007
EPLS Modify Date

Name EAST HARRIS CTY ORTHOPEDICS
Classification Firm
Exclusion Type Reciprocal
Description none

Address(es) --
Address 9 WEST LANE, HOUSTON, TX, 77019
DUNS [redacted]

CT Action(s) --
Action Date 19-Apr-2006
Termination Date Indef.
CT Code Z2
Agency OPM
EPLS Create Date 08-May-2006
EPLS Modify Date

Name Harris Brothers Construction Company
Classification Firm
Exclusion Type NonProcurement
Description none

Address(es) --
Address Humboldt, TN
DUNS [redacted]

CT Action(s) --
Action Date
Termination Date Indef.
CT Code Y
Agency VA
EPLS Create Date 03-Feb-1997
EPLS Modify Date

Cross Reference(s) --

Name	Action Date	Term Date	CT Code

1. Harris, James H. (Primary Record) Indef. Y

Name Harris Corp CA
Classification Firm
Exclusion Type Reciprocal
Description none
Cage Code 4HQY3

Address(es) --
Address 8345 NW 66th St. Ste 7659, Miami, FL, 33166-2626
DUNS [redacted]

CT Action(s) --
Action Date 24-May-2007
Termination Date 12-Apr-2027
CT Code J
Agency DLA
EPLS Create Date 10-May-2007
EPLS Modify Date 24-May-2007

Action Date 24-May-2007
Termination Date 12-Apr-2027
CT Code A
Agency DLA
EPLS Create Date 10-May-2007
EPLS Modify Date 24-May-2007

Cross Reference(s) --

Name	Action Date	Term Date	CT Code
1. McGlinch, Patrick	24-May-2007	12-Apr-2027	J
	24-May-2007	12-Apr-2027	A

Name Harris Design and Staffing, Inc.
Classification Firm
Exclusion Type Reciprocal
Description none

Address(es) --
Address 128 Demanade Boulevard, suite 212, Lafayette, LA, 70503
DUNS [redacted]

CT Action(s) --
Action Date 13-Aug-2004
Termination Date Indef.
CT Code S
Agency USDA-NRCS
EPLS Create Date 13-Aug-2004
EPLS Modify Date

EPLS Excluded Parties List System

Search Results Excluded By
DUNS : [redacted]
as of 15-Nov-2011 2:02 PM EST

Your search returned no results.

1523678

REQUEST FOR CHECK FORM

1/30/12
DATE

PAYEE Harris Corporation, GCSD
Citibank Delaware
PO Box 7247-LBU759
Philadelphia, PA 19170-6759

AMOUNT $ $106,200.00 DATE REQUIRED 2/9/12

REQUESTED BY Kerrstyn Vega

AUTHORITY FY 11/12 - 2010 UNSI

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)
1	~~214311~~	~~104~~	~~29717~~							~~95,700~~
2	214311	104	29717							95,700 00
	214311	104	20151							10,500 00
5										
6										
7										

DESCRIPTION Payment for Covert Surveillance Equipment funded by the 2010 UNSI Grant
INV0779-QTE03261

☒ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: _____ MAIL NO: _____

ATTENTION: _____

☐ CALL _____ ON EXT. _____ WHEN CHECK IS READY

AUTHORIZED SIGNATURE _____

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0025

AD - 106- AP262682- 1- New- Final

Action Menu

General Info

Document Name :

Record Date : 02/13/2012

Budget FY : 2012

Fiscal Year : 2012

Period : 8

Bank Account : 01

Check/EFT Number : [redacted]

Routing ID Number :

Transit Routing Number :

Check/EFT Amount : $106,200.00

Check/EFT Issue Date : 02/13/2012

Print Status Indicator : Printed

Disbursement Category :

Internal Reconciliation : N/A

Run ID : 222100

Consolidation Object

Payee

Cancellation

Additional Amounts

Document Information

Top

Menu

Exit | Print | Copy Forward | Close

CITY OF ANAHEIM [redacted]

CHECK DATE: 02/13/2012 VENDOR: Z0000000001 NAME:HARRIS CORPORATION, GCSD

[redacted]

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	PURCHASE ORDER NO.	AMOUNT
676	01/30/2012	INV#6776-QTE03261 PMT FOR COV		106,200.00

Vendor:Z0000000001 Page TOTAL: 106,200.00
106,200.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE A HEXAGON-SHAPED TRUE WATERMARK WHEN HELD TO THE LIGHT

TO THE TREASURER
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

DATE
02-13-2012

ACCOUNTS PAYABLE ACCOUNT
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

[redacted]

THE SUM OF

One Hundred Six Thousand Two Hundred And 00/100 Dollars

AMOUNT
$***106,200.00**

56-382
412

PAY TO THE ORDER OF
HARRIS CORPORATION, GCSD
CITIBANK DELAWARE
P O BOX 7247-LB6759
PHILADELPHIA, PA 19170-6759

VOID 180 DAYS
AFTER DATE OF ISSUE

MAYOR

CITY TREASURER

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

[redacted]

RUB OR F... [redacted] COLOR WILL FADE AND THEIR APPEARANCE AN AUTHENTIC CHECK—IF COLOR DOES NOT FADE, DO NOT ACCEPT

City of Anaheim
POLICE DEPARTMENT
John Welter, Chief of Police

To: **Tom Wood**
City Manager

From: **John A. Welter**
Chief of Police

Date: **October 26, 2011**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment, software, and training is $337,697 which will ultimately be paid to the Harris Corporation. Of the total amount, $231,197 will pass through Cal EMA before it reaches Harris Corporation. This is being done as part of the 1122 Homeland Security Program which allows the government buyer to receive a lower cost as part of the General Services Administration (GSA) Schedules Program.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2010-140, authorizing the acceptance of the 2010 UASI grant.

APPROVED BY:

John Welter, Chief of Police

Tom Wood, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

Agreement No. _____

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: Police *(Department)* — **Director's signature**

Contract Administrator: Sergeant Darrin Lee *(Name)* — 714-765-3833 *(Phone number)*

Name of Contractor: Harris Corporation/Cal EMA

Description of Services to be provided: *(Please be specific)*

Covert procurement of hardware, software and training for covert surveillance. Hardware purchase ($231,197) will pass through Cal EMA to Harris. Remainder ($106,500) to be paid directly to Harris.

☑ **Original Agreement** ☐ **Extension/Modification of existing**

Value of this Agreement: $ 337,697.00 *(if city will not expend funds, enter 0)*

If mod/extension, initial Value of Agreement: $ _____

Total Value of Agreement: $ 337,697.00

Term of Agreement: n/a **Renewal Options?** *(specify)* _____

Insurance Requirements *(check all that apply)*: ☐ General Liability ☐ Workers Comp. ☐ Professional Liability ☐ Automobile Liability ☐ Endorsements

List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant.

☑ **No other contracts**

Contract Description	Authorized by CM/CC:	Value
Current Contract Total		337,697.00
Cumulative Total		337,697.00

Rev. 11-16-2011

A0029

Agreement Summary Sheet for Agreements Executed by the City Manager
Page 2

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? ☐ **Yes** ☑ **No** **If No, answer the following questions:**

Was RFP distributed?

☐ **Yes** *To how many firms?* _____

☑ **No** *Why not? How were proposals solicited?*

Cover purchase pursuant to municipal code section 1.04.311

How many proposals were received? 1

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

Harris Corporation is the only company offering services with the required technology.

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

☑ **Yes**

☐ **No** *(Explain, in detail, why not.)*

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source: ☐ **General Fund** ☑ **Other**

- **Was this agreement anticipated in the approved budget?**

  ☑ **Yes** ☐ **No** *(Explain)*

- **Describe the funding source, and note any restrictions on the use of such funds** *(i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).*

  214-311-1042-9716 ($231,197 for hardware), 214-311-1042-9717 ($88,000 for software), 214-311-1042-8151 ($18,500 for training). From UASI grant, no impact to General Fund.

HARRIS

Please Remit Payments:
Harris Corporation, GCSD
Citibank Delaware
[redacted]

INV6779-QTE03261
Date: 01/19/2012

INVOICE

Bill & Ship To:
Anaheim Police Department
Attn: Chad Meyer
cmeyer@anaheim.net
425 S. Harbor Blvd.
Anaheim, CA 92805

Purchase Order	Payment Terms	Harris Order No:
TBD	Net 30	QTE6779-03261

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDEAL LAW (18 U.S.C. § 2512). 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 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.

ORDERED	SHIPPED	BO	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1			[redacted]	[redacted]	$22,000.00	$22,000.00
1			[redacted]	[redacted]	$22,000.00	$22,000.00
1			[redacted]	[redacted]	$22,000.00	$22,000.00
1			[redacted]	[redacted]	$22,000.00	$22,000.00
1			TRAIN-MLB	[redacted]	$4,000.00	$4,000.00
1			TRAIN-MLB	[redacted]	$4,000.00	$4,000.00
1			TRAIN-MLB	[redacted]	$2,500.00	$2,500.00

Intermediary Account Holder:
Harris Corp., GCSD
[redacted]

Subtotal	$98,500.00
Tax:	*$7,700.00
Freight:	$00.00
Purchase Price:	$106,200.00 USD

*Note: Sales Tax has been added to your invoice.
Please include your sales tax on your P.O. if you are tax exempt.

UNCLASSIFIED//FOR OFFICIAL USE ONLY//LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice

Federal Bureau of Investigation

COPY

Washington, D. C. 20535-0001

September 22, 2011

Harris Corporation
Wireless Products Group
P.O. Box 9880 MS:R5/11A
Melbourne, FL 32902

Attention: Patricia Sciandra

Re: Contract J-FBI-09-211 [redacted] Restricted
Software Request Approval - Anaheim Police Department

Dear Ms. Sciandra:

The Federal Bureau of Investigation (FBI) has an approved non-disclosure agreement (NDA) in place with the captioned law enforcement agency. In accordance with the cited restricted software agreement and the April 6, 2010 agreement between the FBI and the Harris Corporation, your notification to the FBI of the agency's intent to purchase, and our execution of the NDA, meets the FBI's advance coordination requirement. Therefore, the Harris Corporation is permitted to sell the state-and-local version of the Stingray product with the restricted software to the Anaheim Police Department.

If there are any questions, please contact me.

Sincerely,

Bradley S. Morrison
Chief, Tracking Technology Unit
Operational Technology Division
Telephone 703-985-6840

cc: Julian Harvey, Lieutenant
Anaheim Police Department

UNCLASSIFIED//FOR OFFICIAL USE ONLY//LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

August 17, 2011

Julian Harvey
Lieutenant
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805

Re: Purchase of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

Dear Lieutenant Harvey:

We have been advised by Harris Corporation of the Anaheim Police Department's request to purchase certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal and national security investigations. That is, disclosure of this information could result in the FBI's inability to protect the public from

terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation, and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including by not limited to: in press releases, in court documents, during judicial hearings, or during other public forums or proceedings. Accordingly, the Anaheim Police Department agrees to the following conditions in connection with its purchase and use of the Harris Corporation equipment/technology:

1. The Anaheim Police Department will ensure that operators of the equipment have met the operator training standards identified by the FBI and are certified to conduct operations.

2. The Anaheim Police Department will coordinate with the FBI in advance of its use of the wireless collection equipment/technology to ensure de-confliction of respective missions.

3. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) to the public, including to any non-law enforcement individuals or agencies.

4. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) provided to it any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning the wireless collection equipment/technology or any software, manuals, or related technical documentation related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive, For Official Use Only - Not to be Disclosed Outside of the Anaheim Police Department."

5. The Anaheim Police Department shall not, in any civil or criminal proceeding, use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology including, but not limited to, during pre-trial matters, in search warrants and related affidavits, in discovery, in response to court ordered disclosure, in other affidavits, in grand jury hearings, in the State's case-in-chief, rebuttal, or on appeal, or in testimony in any phase of civil or criminal trial, without the prior written approval of the FBI. If the Anaheim Police Department learns that a District Attorney, prosecutor, or a court is considering or intends to use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology in a manner that will cause law enforcement sensitive information relating to the technology to be made known to the public, Anaheim Police Department will immediately notify the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise.

Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

In addition, the Anaheim Police Department will, at the request of the FBI, seek dismissal of the case in lieu of using or providing, or allowing others to use or provide, any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (beyond the evidentiary results obtained through the use of the equipment/technology), if using or providing such information would potentially or actually compromise the equipment/technology.

6. A copy of any court order in any proceeding in which the Anaheim Police Department is a party directing disclosure of information concerning the Harris Corporation equipment/technology and any associated software, operating manuals, or related documentation (including its technical/engineering description(s) and capabilities) will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B

Quantico, Virginia 22135
(703) 985-6840

7. The Anaheim Police Department will not publicize its purchase or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies, or other government agencies, including, but not limited to, in any news or press releases, interviews, or direct or indirect statements to the media.

8. In the event that the Anaheim Police Department receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities), the Anaheim Police Department will immediately notify the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

The Anaheim Police Department's acceptance of the above conditions shall be evidenced by the signature below of an authorized representative of the Anaheim Police Department.

Sincerely,

Amy S. Hess
Assistant Director
Operational Technology Division
Federal Bureau of Investigation

Acknowledged and agreed to this 22nd day of August 2011.

Julian Harvey
Lieutenant
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805

Quote	QTE6779-03261
Date	10/18/2011
Page:	1

Quotation

Bill To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,952

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
		Purchasing this software is contingent on authorization and approval of the FBI NDA.				
1	TRAIN-MLB [redacted] Training	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
1	TRAIN-MLB [redacted] Training	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
1	TRAIN-MLB [redacted] Training	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
1	TRAIN-MLB [redacted] Training	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
		Purchasing this training is contingent on the approval and authorization of the [redacted]				
1	TRAIN-MLB [redacted] training is for 1 day, up to 4 students maximum per class.	Training - Melbourne (tuition only)	EA		$2,500.00	$2,500.00
		NOTE Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			$0.00

Subtotal	$106,500.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$106,500.00

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

Approved By: _____

A0038

City of Anaheim
POLICE DEPARTMENT

TO: **Harris Corp.-GCSD**
PO Box 37
Melbourne, FL 32902

FROM: **Anaheim Police Department**

DATE: **January 25, 2012**

RE: **Letter of Intent to Purchase**

Please accept this letter of intent to purchase the Harris products as quoted to Anaheim PD via Harris Quote QTE 6779-03261 in the amount of $106,200.00 (including tax). We are unable to issue a purchase order at this time and would like to receive the order as soon as possible. If you have any questions please contact Investigator Ryan Tisdale at (714) 497-5239.

APPROVED BY:

Darrin Lee, Sergeant
Emergency Management Bureau

REQUISITION ORDER

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
California Public Safety Procurement Program
3650 Schriever Ave
Mather, CA 95655
(916) 324-8578 / (916) 324-9161
FAX (916) 327-8714

TO:
Harris Corp - Wireless Products Group
Susan McCreery
P.O. Box 9800 M/S R5-11A
Melbourne, FL 32902-9800

SHIP TO:
Anaheim Police Department
Chad Meyer
425 S. Harbor Blvd
Anaheim, CA 92805

BILL TO:
CalEMA/CPSPP
ATTN: Accounting
3650 Schriever Ave
Mather, CA 95655

Date	Requisition Order #	Vendor/GSA Contract #	Comments
01/12/2012	ALEAAD-2012-0784	Harris Corp - Wireless Products Group GS-35F-0283J	Quote QTE6779-03074

#	Item#	Item Description	Qty	Price	Amount
1	[redacted]	[redacted]	1	134,952.00	134,952.00
2	[redacted]	[redacted]	1	18,419.00	18,419.00
3	[redacted]	[redacted]	1	16,915.00	16,915.00
4	[redacted]	[redacted]	1	14,954.00	14,954.00
5	[redacted]	[redacted]	1	35,015.00	35,015.00
6	[redacted]	[redacted]	1	10,942.00	10,942.00

Total:	231,197.00
Shipping / Handling:	
Sales Tax:	
Grand Total:	231,197.00

If you have any questions concerning this order, please call MSG Cathy Vigil at (916) 324-8578 or Barrett Benson at (916) 324-9161.
This order is placed pursuant to the 1122 Program, in support of counter-drug, homeland security, or emergency response activities, under the authority of Ron Williams the State Point of Contact (SPOC) for the State of California.

Ron Williams
1122 Program, CPSPP, State Point of Contact
California Emergency Management Agency

Date Signed

STATE OF CALIFORNIA

GSA STOCK RECEIVED FORM - 1122 Program

CCDPP-1122E1 (New 5-08)

CALIFOI , EMERGENCY MANAGEMENT AGENCY

Order#: 784 Date of Order: December 15, 2011

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☒ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	1
2	[redacted]	1	1
3	[redacted]	1	1
4	[redacted]	1	1
5	[redacted]	1	1
6	[redacted]	1	1

NOTE:
Please fax completed Stock Received form to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☒ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: *I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.*

Signature 3-8-2012 Date

HARRIS

HARRIS PROPRIETARY
DO NOT DISTRIBUTE

HARRIS CORPORATION

Government Communications
Systems Division
Wireless Products Group
407 John Rodes Boulevard
Melbourne, Florida 32934
phone 1-321-309-7459
cell 1-321-258-9631
e-mail: susan.mccreery@harris.com
www.harris.com

October 18, 2011

To: ANAHEIM POLICE DEPARTMENT

Attn: Ryan Tisdale

RE: [redacted] Sole Source Justification

Harris Government Communications Systems Division, via its Wireless Products Group (WPG) in Melbourne, FL, offers a comprehensive line of wireless transceivers and direction-finding equipment, plus training and maintenance, for exclusive utilization by Government and Law Enforcement Agencies. Harris WPG developed and owns the equipment designs, but does sub-contract the electronic board assemblies, functional testing of those assemblies, and chassis integration. Harris WPG adds application specific, proprietary software, and conducts final testing on the chassis prior to shipment to the customer. Harris WPG has also developed specialized training courses for the operation and use of the [redacted] equipment.

[redacted]

Harris also sells training on the use of the [redacted] product line and accessories. Standard training sessions are 2 days per protocol with a maximum class size of 4 students. One-year maintenance agreements are included with all Harris WPG Products. Maintenance agreements include the following:

- Customer telephone support 24/7 – 800-358-5297
- Hardware warranty
- Notification and access to software upgrades as they are released via our secure website.

[redacted]

The nature of the Harris WPG equipment requires that we vet each agency to ensure that users meet certain requirements imposed by Title 18 US Code 2512, thus that process must be handled by Harris WPG directly. **The Harris proprietary equipment is used for surveillance missions and is proprietary and its capabilities can only be discussed with sworn law enforcement officers, the military or federal government. This equipment's capabilities are not for public knowledge and are protected under non-disclosure agreements as well as Title 18 USC 2512. WPG [redacted] products, services and software are only available from Harris WPG which is located in Melbourne, Florida.**

If you require any additional information, please don't hesitate contacting me at (321) 309-7459 / (321) 258-9631.

Sincerely,

Susan D. McCreery Digitally signed by Susan D. McCreery DN: cn=Susan D. McCreery, o=Harris Corporation, ou=Wireless Products Group, email=susan.mccreery@harris.com, c=US Date: 2011.10.18 12:40:26 -04'00'

Susan D McCreery
Account Manager
Advanced Programs and Technology
Harris Corporation, Wireless Product Group
Susan.mccreery@harris.com

ANAHEIM

Agreement No.

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: Police *(Department)* — Director's signature

Contract Administrator: Sergeant Darrin Lee *(Name)* — 714-765-3833 *(Phone number)*

Name of Contractor: Harris Corporation/Cal EMA

Description of Services to be provided: *(Please be specific)*

Covert procurement of hardware upgrade and software upgrade for covert surveillance. Hardware purchase ($86,168.88) will pass through Cal EMA to Harris. Remainder ($21,600) to be paid directly to Harris.

☑ **Original Agreement** ☐ **Extension/Modification of existing**

Value of this Agreement: $ 107,768.88 *(if city will not expend funds, enter 0)*

If mod/extension, initial Value of Agreement: $

Total Value of Agreement: $ 107,768.88

Term of Agreement: n/a **Renewal Options?** *(specify)*

Insurance Requirements *(check all that apply)*: ☐ General Liability ☐ Workers Comp. ☐ Professional Liability ☐ Automobile Liability ☐ Endorsements

List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant.

☑ **No other contracts**

Contract Description	Authorized by CM/CC:	Value
	Current Contract Total	107,768.88
	Cumulative Total	107,768.88

Rev. 08-6-2011

A0043

Agreement Summary Sheet for Agreements Executed by the City Manager
Page 2

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? ☐ **Yes** ☑ **No** **If No, answer the following questions:**

Was RFP distributed?

☐ **Yes** *To how many firms?* _____

☑ **No** *Why not? How were proposals solicited?*

Covert purchase pursuant to municipal code section 1.04.311

How many proposals were received? 1

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

Harris Corporation is the only company offering an upgrade to their proprietary technology.

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

☑ **Yes**

☐ **No** *(Explain, in detail, why not.)*

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source: ☐ **General Fund** ☑ **Other**

\- - - 214 - 311 - 1242 -

- **Was this agreement anticipated in the approved budget?**

  ☑ **Yes** ☐ **No** *(Explain)*

- **Describe the funding source, and note any restrictions on the use of such funds** *(i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).*

  214-311-1242-9716 ($86,168.88 for hardware), 214-311-1242-9717 ($21,600 for software). From 2012 UASI grant, no impact on General Fund.

City of Anaheim
POLICE DEPARTMENT
John Welter, Chief of Police

To: **Bob Wingenroth**
City Manager

From: **John A. Welter**
Chief of Police

Date: **February 19, 2013**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to upgrade our current covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment and software is $107,768.88 which will ultimately be paid to Harris Corporation. Of the total amount, $86,168.88 will pass through Cal EMA before it reaches Harris Corporation. This is being done as part of the 1122 Homeland Security Program which allows the government buyer to receive a lower cost as part of the General Services Administration (GSA) Schedules Program.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2012-093, authorizing the acceptance of the 2012 UASI grant.

APPROVED BY:

John Welter, Chief of Police

Bob Wingenroth, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

HARRIS

Harris Proprietary

Quote	QTE6779-04043
Date	12/13/2012
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2512). 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.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	4,823

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		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		$65,652.00	$65,652.00
1	[redacted]	[redacted]	EA		$14,134.00	$14,134.00
		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 [redacted]	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	$79,786.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$79,786.00

HARRIS

Harris Proprietary

Quote	QTE6779-04044
Date	12/13/2012
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	4,824

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE		*			$0.00
	The items quoted below are Catalog Priced Items and are not available on the GSA Contract.					
1	2009523-101	Laptop PC	EA			$0.00
	"This $3,500 valued Laptop PC is included in the cost of the [redacted]					
1	[redacted]	[redacted]	EA		$20,000.00	$20,000.00
	NOTE		*			$0.00
	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 [redacted]	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	$20,000.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$20,000.00

FY12 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	2/19/2013

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to upgrade previously purchased covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the Harris device purchased in FY2009.

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] increasingly, [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the Harris device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department [redacted] increasingly [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system upgrade works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority (80%) of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 20% (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
1/14/13	Funds given to Cal EMA for purchase of equipment
6/3/13	Harris delivers equipment
6/10/12	Training on equipment
6/17/13	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer [redacted] It is an upgrade to their own product.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to [redacted] Increasingly [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
1/14/13	Funds given to Cal EMA for purchase of equipment
6/3/13	Harris delivers equipment
6/10/13	Training on equipment
6/17/13	Equipment deployed

LIFE-CYCLE COSTS AND BENEFITS

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule.

ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware upgrade purchased through GSA works.

COST/BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases.
Alt. 2	2	Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product do to the fact that the item has already been discounted through the GSA pricing schedule.
Alt. 3	1	The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software upgrade so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

Prepared By: SHARON HEMAT Ext: 5407

Approvals - Organization Managers

Charge: _____ Date: _____

Credit: _____ Date: _____

35425

02

Click to Insert New Line

Document Type	Record Date	Budget FY	Fiscal Year	Acctg Period
JVA	12/1/2013	13/14	13/14	6/14

Ln #	Posting Code	Line Description	DR	CR	Fund	Dept	Unit	Sub Unit	Appropriation Unit / WO #	Object	Revenue	BSA	SBSA	Function
	D014	CAL EMA - Covert Surveillance Equipment - Check Request #1523622	6,382.88		214	998	9901			9716				
	A015	CAL EMA - Covert Surveillance Equipment - Check Request #1523622		6,382.88	214							6500		
		To accrue tax for the payment of Covert Surveillance Equipment Funded by the 2012												
		UASI Grant, Check #1637819 dated 4/22/13.												
		Totals	6,382.88	6,382.88										

A0051

Sharon Hemat

From: Kerrstyn Vega
Sent: Monday, January 06, 2014 8:51 AM
To: Peggy Au
Cc: Sharon Hemat
Subject: RE: Sales Tax Payment

Thank you both!

From: Peggy Au
Sent: Monday, January 06, 2014 8:51 AM
To: Kerrstyn Vega
Cc: Sharon Hemat
Subject: RE: Sales Tax Payment

Kerrstyn, Finance will accrue this sales tax amount and include in its monthly deposit to the State.
Sharon, please accrue this amount by JVA for Period 6.
Thanks
Peggy

From: Kerrstyn Vega
Sent: Thursday, January 02, 2014 11:23 AM
To: Peggy Au
Subject: Sales Tax Payment

Good Morning Peggy,

I hope you had a wonderful Christmas! Happy New Year! I am writing because we need to issue a sales tax payment directly to the State Franchise Tax Board for this covert purchase that was paid directly to CalEMA through the 1122 program (The tax amount that needs to be paid is $6,382.88). Is there a form that I need to complete to do this? Please let me know what documentation and information you need from me and I will prepare that right away. Here is the GL information regarding the purchase and I attached the paperwork for this purchase:

214	311	1242	9716	4/18/2013	2013	10	GAX	106	00180218	1	1	D011	11	79,786.00	VC0000124112	CAL EMA
214	998	9901	9716	6/30/2013	2013	13	JVA	106	00033925	1	2	D014	10	(79,786.00)	Reclass to prepaid - CAL EMA	
214	998	9901	9716	10/1/2013	2014	4	JVA	106	00034987	1	1	D014	10	79,786.00	Reclassed from prepaid - CAL EMA	

Thank You!!
Kerrstyn

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-1919
fax- 714-765-1616
kvega@anaheim.net

A0053

CITY OF ANAHEIM [redacted]

CHECK DATE: 04/22/2013 VENDOR: VC0000124112 NAME:CAL EMA [redacted]

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	PURCHASE ORDER NO.	AMOUNT
1523622	03/07/2013	ORDER # 849 - PMT FOR COVERT		79,786.00

Vendor: VC0000124112 Page TOTAL: 79,786.00
79,786.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE A HEXAGON SHAPED TRUE WATERMARK WHEN HELD TO THE LIGHT

[redacted]

TO THE TREASURER
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

ACCOUNTS PAYABLE ACCOUNT
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

DATE
04-22-2013

THE SUM OF
Seventy Nine Thousand Seven Hundred Eighty Six And 00/100 Dollars

AMOUNT
$******79,786.00

84-592
412

PAY TO THE ORDER OF
CAL EMA
1122 PROGRAM
ACCTNG. DIV. 3650 SCHRIEVER AVE.
MATHER, CA 95655-4203

VOID 180 DAYS
AFTER DATE OF ISSUE

MAYOR

CITY TREASURER

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

[redacted]

CK 1637819
4/22/13
1523622

REQUEST FOR CHECK FORM

3/7/13
DATE

PAYEE Cal EMA 1122 Program
~~Cal EMA~~ Accounting
3650 Schriever Ave. Mather, CA 95655-4203

AMOUNT $ 79,786.00 DATE REQUIRED

REQUESTED BY Kerrstyn Vega

AUTHORITY FY 12/13 2012 UASI

GF
4/19 Y

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)
1	214	311	121429	7116						$ 79,786.00
2										
3										
4										
5										
6										
7										

RECEIVED
APR 17 2013

DESCRIPTION Order # 849 ACCOUNTING

Payment for Covert surveillance Equipment funded by The 2012 UASI Grant

☒ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: MAIL NO:

ATTENTION:

☐ CALL ON EXT. WHEN CHECK IS READY

AUTHORIZED SIGNATURE 3-20-13

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0055

REQUISITION ORDER

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
California Public Safety Procurement Program
3650 Schriever Ave
Mather, CA 95655
(916) 845-8675 / (916) 845-8668
FAX (916) 636-3764

TO:
Harris Corp - Wireless Products Group
Susan McCreery
P.O. Box 9800 M/S R5-11A
Melbourne, FL 32902-9800

SHIP TO:
Anaheim Police Department
Chad Meyer
425 S. Harbor Blvd
Anaheim, CA 92805

BILL TO:
CalEMA/CPSPP
ATTN: Accounting
3650 Schriever Ave
Mather, CA 95655

Date	Requisition Order #	Vendor/GSA Contract #	Comments
05/07/2013	2013-0849	Harris Corp - Wireless Products Group GS-35F-0283J	QTE6779-04043

#	Item#	Item Description	Qty	Price	Amount
1	[redacted]	[redacted]	1	65,652.00	65,652.00
2	[redacted]	[redacted]	1	14,134.00	14,134.00

Total:	79,786.00
Shipping / Handling:	
Sales Tax:	
Grand Total:	79,786.00

If you have any questions concerning this order, please call MSG Cathy Vigil at (916) 845-8675 or Barrett Benson at (916) 845-8668.
This order is placed pursuant to the 1122 Program, in support of counter-drug, homeland security, or emergency response activities, under the authority of Ron Williams the State Point of Contact (SPOC) for the State of California.

John Isaacson — 5-7-13

John Isaacson — **Date Signed**

California Emergency Management Agency

A0056

STATE OF CALIFORNIA

GSA ORDERING FORM - 1122 Program

(GSA Schedule Items Only)

CCDPP-1122C1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Ordering Agency

Agency Name: Anaheim Police Department

POC: Lieutenant Brian McElhaney LEA#: 3001

Phone #: (714) 448-4934 Cell#: Fax #: (714) 245-8098

Ship to

Agency Name: Anaheim Police Department

Address: 425 S. Harbor Blvd

City: Anaheim Zip: 92805

POC: Chad Meyer

Selected Vendor

Company Name: Harris Corp - Wireless Products Group GSA Contract#: GS-35F-0283J

POC: Susan McCreery

Phone #: (321) 309-7459 FAX: (321) 409-6975

Item#	Item Description	Qty	Price	Cost	Retail	Savings	%Saved
[redacted]	[redacted]	1	65,652.00	65,652.00	72,000.00	6,348.00	8.82
[redacted]	[redacted]	1	14,134.00	14,134.00	15,500.00	1,366.00	8.81
			Total:	79,786.00	87,500.00	7,714.00	8.82
			Shipping / Handling				
			Sales Tax:				
			Grand Total:	79,786.00			

Lt. B. McELHANEY

Authorizing Signature

This signed GSA Ordering form will be mailed to:
1122 Program 3650 Schriever Avenue, Mather, CA 95655

Make your check payable to "CalEMA / 1122 Program".
Place your order# on the check and mail to:
CalEMA Accounting,3650 Schriever Avenue Mather CA 95655

STATE OF CALIFORNIA

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 1/2 (Revise 07-09)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Date: 01-Sep-13

- ○ Counter-Drug
- ◉ Homeland Security
- ○ Emergency Response

Ordering Agency

Agency Name: Anaheim Police Department Agency #: CA00300100

Address: 425 S. Harbor Blvd

City: Anaheim Zip: 92805

POC: Investigator Ryan Tisdale

E-Mail: rtisdale@anaheim.net

Phone #: (714) 765-3838 Cell#: (714) 497-5239 Fax #: (714) 765-3805

Ship to

Agency Name: Anaheim Police Department

ATTN: Chad Meyer

Address: 425 S. Harbor Blvd

City: Anaheim Zip: 95805

Order Justification:

The Anaheim Police Department desires to purchase covert surveillance equipment. This high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This equipment will be an upgrade to our current device. Without this upgrade to our system we will not be able to [redacted] and without this upgrade we will be severely limited in our abilities.

Selected Vendor

Company Name: HARRIS CORP - Wireless Products Group GSA Contract #: GS - 35F-0283J

GSA Schedule/ SIN #: — FEIN #: 04-2719777

Address: P.O. Box 9800, M/S R5-11A

City, State: Melbourne, Florida Zip: 32902-9800

POC: Susan McCreery

E-Mail: smccreer@harris.com

Phone: (321) 309-7459 Fax: (321) 409-6975

Selected Vendor Justification:

This purchase is an upgrade to the HARRIS CORP equipment we purchased in December, 2011. This purchase is simply an additional dual band receiver which will allow our current equipment to operate over the Long Term Evolution (LTE) bandwidth. HARRIS CORP is the only manufacture who provides this upgrade to our existing system.

1122 Program Use Only

Reviewed by 1122 staff: 1122 Review Date:

☐ Approved ☐ Disapproved: Reason for non-approval:

- ☐ Non-GSA Vendor
- ☐ Non-GSA Item
- ☐ Savings Insufficient
- ☐ Justification Insufficient
- ☐ Vendor Justification Insufficient
- ☐ Non DHS Approved Equipment list
- ☐ Other *(please explain below)*

Comments:

STATE OF CALIFORNIA

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 2/2 (Revise 07-09)

Date 01-Sep-13

Ordering Agency

Agency Name: Anaheim Police Department Agency #: CA00300100

POC: Investigator Ryan Tisdale Email rtisdale@anaheim.net

Phone #: (714) 765-3838 Cell#: (714) 497-5239 Fax #: (714) 765-3805

Part # DHS-AEL*	Item Description	Quantity	Price	Total	Weight	Savings	%Saved
[redacted] 13LE-00-SURV	[redacted]	1	$65,652.00	[redacted]		[redacted]	0.00%
[redacted] 13LE-00-SURV	[redacted]	1	$14,134.00	[redacted]		[redacted]	0.00%
		1		$0.00		$0.00	0.00%
		1		$0.00		$0.00	0.00%
		1		$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
			Subtotal	$79,786.00		-$79,786.00	0.00%
			Tax:	$0.00			
			Shipping:				
			Order Total:	$79,786.00			

Please fax this Pre-Authorization form to:
1122 Program (916) 327-8714

* *DHS - AEL # - Department of Homeland Security, Authorized Equipment List Number (For Homeland Security Only)*

STATE OF CALIFORNIA

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

GSA STOCK RECEIVED FOR 1122 Program

CCDPP-1122E1 (New 5-08)

Order#: 849 Date of Order: January 15, 2013

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☒ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	1
2	[redacted]	1	1

Received 10/1/13

NOTE:
Please fax completed Stock Received form to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☒ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.

Signature 12-17-13 Date

Kerrstyn Vega

From: Peggy Au
Sent: Monday, January 06, 2014 8:51 AM
To: Kerrstyn Vega
Cc: Sharon Hemat
Subject: RE: Sales Tax Payment

Kerrstyn, Finance will accrue this sales tax amount and include in its monthly deposit to the State.
Sharon, please accrue this amount by JVA for Period 6.
Thanks
Peggy

From: Kerrstyn Vega
Sent: Thursday, January 02, 2014 11:23 AM
To: Peggy Au
Subject: Sales Tax Payment

Good Morning Peggy,

I hope you had a wonderful Christmas! Happy New Year! I am writing because we need to issue a sales tax payment directly to the State Franchise Tax Board for this covert purchase that was paid directly to CalEMA through the 1122 program (The tax amount that needs to be paid is $6,382.88). Is there a form that I need to complete to do this? Please let me know what documentation and information you need from me and I will prepare that right away. Here is the GL information regarding the purchase and I attached the paperwork for this purchase:

214	311	1242	9716	4/18/2013	2013	10	GAX	106	00180218	1	1	D011
214	998	9901	9716	6/30/2013	2013	13	JVA	106	00033925	1	2	D014
214	998	9901	9716	10/1/2013	2014	4	JVA	106	00034987	1	1	D014

Thank You!!
Kerrstyn

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-1919
fax- 714-765-1616
kvega@anaheim.net

SAM Search Results
List of records matching your search for :

Search Term : california*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : harris*
Record Status: Active

EXCLUSION Ruetgers-Nease Corporation — Status:Active

DUNS: [redacted] — CAGE Code:

Classification: Firm
State/Province: OHIO
Country: UNITED STATES
Activation Date: Jun 12, 1997

Address: 10740 Paddy's Run Rd.
City: Harrison
ZIP Code: 45030
Excluding Agency: ENVIRONMENTAL PROTECTION AGENCY
Termination Date: --

ENTITY THOMPSON LEARNING CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 3D0Y2 DoDAAC:

Has Active Exclusion?: No
Address: 5650 DERRY ST
City: HARRISBURG
ZIP Code: 17111-3571

Delinquent Federal Debt?: No
State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY TRIPLE CROWN CORPORATION, INC. — Status:Active

DUNS: [redacted] +4: — CAGE Code: 35UE6 DoDAAC:

Has Active Exclusion?: No
Address: 5351 JAYCEE AVE
City: HARRISBURG
ZIP Code: 17112-2938

Delinquent Federal Debt?: No
State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY CIVES CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 5PTB3 DoDAAC:

Has Active Exclusion?: No
Address: 14331 MILL ST
City: HARRISVILLE
ZIP Code: 13648-3331

Delinquent Federal Debt?: No
State/Province: NEW YORK
Country: UNITED STATES

ENTITY HARRIS CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 1PNR4 DoDAAC:

Has Active Exclusion?: No
Address: 221 JEFFERSON RIDGE PKWY
City: LYNCHBURG
ZIP Code: 24501-6952

Delinquent Federal Debt?: No
State/Province: VIRGINIA
Country: UNITED STATES

ENTITY Charlotte Aircraft Corporation — Status:Active

DUNS: [redacted] +4: — CAGE Code: 12609 — DoDAAC:

Has Active Exclusion?: No
Address: 7705 E Harris Blvd
City: Charlotte
ZIP Code: 28227-0964

Delinquent Federal Debt?: No
State/Province: NORTH CAROLINA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 38LJ8 — DoDAAC:

Has Active Exclusion?: No
Address: 550 E WASHINGTON ST
City: INDIANAPOLIS
ZIP Code: 46204-2611

Delinquent Federal Debt?: No
State/Province: INDIANA
Country: UNITED STATES

ENTITY OSHKOSH CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 5D9J3 — DoDAAC:

Has Active Exclusion?: No
Address: 2705 HARRISON ST
City: OSHKOSH
ZIP Code: 54901-0000

Delinquent Federal Debt?: No
State/Province: WISCONSIN
Country: UNITED STATES

ENTITY INFO-MATRIX CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 1QXA1 — DoDAAC:

Has Active Exclusion?: No
Address: 1335 N FRONT ST
City: HARRISBURG
ZIP Code: 17102-2629

Delinquent Federal Debt?: No
State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY DYNAQUIP CONTROLS CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 60515 — DoDAAC:

Has Active Exclusion?: No
Address: 10 HARRIS INDUSTRIAL PARK
City: SAINT CLAIR
ZIP Code: 63077-1078

Delinquent Federal Debt?: No
State/Province: MISSOURI
Country: UNITED STATES

ENTITY	HAMILTON SUNDSTRAND CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 99167 DoDAAC:
Has Active Exclusion?: No Address: 4747 HARRISON AVE City: ROCKFORD ZIP Code: 61108-7929		Delinquent Federal Debt?: No State/Province: ILLINOIS Country: UNITED STATES

ENTITY	CHAUTAUQUA REGION INDUSTRIAL DEVELOPMENT CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 5SWY9 DoDAAC:
Has Active Exclusion?: No Address: 200 HARRISON ST City: JAMESTOWN ZIP Code: 14701-6969		Delinquent Federal Debt?: No State/Province: NEW YORK Country: UNITED STATES

ENTITY	HARRISON WESTERN CONSTRUCTION CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 0RVN5 DoDAAC:
Has Active Exclusion?: No Address: 1208 QUAIL ST City: LAKEWOOD ZIP Code: 80215-4418		Delinquent Federal Debt?: No State/Province: COLORADO Country: UNITED STATES

ENTITY	ELKINS METRO CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 6DDV9 DoDAAC:
Has Active Exclusion?: No Address: 1200 HARRISON AVE STE 100 City: ELKINS ZIP Code: 26241-3394		Delinquent Federal Debt?: No State/Province: WEST VIRGINIA Country: UNITED STATES

ENTITY	HARRIS NONPROFIT ACCOUNTING, BUSINESS ADMINISTRATION, MENTORING PROGRAM CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 5LQ17 DoDAAC:
Has Active Exclusion?: No Address: 6530 CHERIE LN City: COLLEGE PARK ZIP Code: 30349-1114		Delinquent Federal Debt?: No State/Province: GEORGIA Country: UNITED STATES

ENTITY NORTH DEARBORN WATER CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5QZS6 DoDAAC:

Has Active Exclusion?: No
Address: 7484 CHRISTINA DR STE 103
City: WEST HARRISON
ZIP Code: 47060-8391

Delinquent Federal Debt?: No
State/Province: INDIANA
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 14304 DoDAAC:

Has Active Exclusion?: No
Address: 1680 UNIVERSITY AVE
City: ROCHESTER
ZIP Code: 14610-1839

Delinquent Federal Debt?: No
State/Province: NEW YORK
Country: UNITED STATES

ENTITY WIEBER CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 1DQZ8 DoDAAC:

Has Active Exclusion?: No
Address: 96 INVERNESS DR E STE H
City: ENGLEWOOD
ZIP Code: 80112-5321

Delinquent Federal Debt?: No
State/Province: COLORADO
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6UST9 DoDAAC:

Has Active Exclusion?: No
Address: 9800 S MERIDIAN BLVD STE 300
City: ENGLEWOOD
ZIP Code: 80112-6038

Delinquent Federal Debt?: No
State/Province: COLORADO
Country: UNITED STATES

ENTITY AVFLIGHT HARRISBURG CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 4MDY3 DoDAAC:

Has Active Exclusion?: No
Address: 517 AIRPORT DR
City: MIDDLETOWN
ZIP Code: 17057-5042

Delinquent Federal Debt?: No
State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY Allentown Economic Development Corporation — Status:Active

DUNS: [redacted] +4: — CAGE Code: 6JJ35 — DoDAAC:

Has Active Exclusion?: No
Address: 905 Harrison St
City: Allentown
ZIP Code: 18101-3188

Delinquent Federal Debt?: No

State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 5YZ27 — DoDAAC:

Has Active Exclusion?: No
Address: 411 W RIGGIN RD
City: MUNCIE
ZIP Code: 47303-6413

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 6CRM9 — DoDAAC:

Has Active Exclusion?: No
Address: 8150 BROOKVILLE RD
City: INDIANAPOLIS
ZIP Code: 46239-8903

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 6CRL9 — DoDAAC:

Has Active Exclusion?: No
Address: 4705 MEIJER CT
City: LAFAYETTE
ZIP Code: 47905-4684

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 5YYY5 — DoDAAC:

Has Active Exclusion?: No
Address: 2222 POSHARD DR
City: COLUMBUS
ZIP Code: 47203-1843

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5YZ61 DoDAAC:

Has Active Exclusion?: No
Address: 4601 THEATER DRIVE
City: EVANSVILLE
ZIP Code: 47715-3901

Delinquent Federal Debt?: No
State/Province: INDIANA
Country: UNITED STATES

ENTITY STANWALL CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6UY41 DoDAAC:

Has Active Exclusion?: No
Address: 141 S HARRISON ST APT 9F
City: EAST ORANGE
ZIP Code: 07018-1619

Delinquent Federal Debt?: No
State/Province: NEW JERSEY
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 06DD3 DoDAAC:

Has Active Exclusion?: No
Address: 132 NATIONAL BUSINEMD PKWY STE 300
City: ANNAPOLIS JUNCTION
ZIP Code: 20701-1041

Delinquent Federal Debt?: No
State/Province: MARYLAND
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6JWC9 DoDAAC:

Has Active Exclusion?: No
Address: 903 BILLY MITCHELL BLVD STE 110
City: SAN ANTONIO
ZIP Code: 78226-1802

Delinquent Federal Debt?: No
State/Province: TEXAS
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5YZ32 DoDAAC:

Has Active Exclusion?: No
Address: 500 N MERIDIAN ST
City: INDIANAPOLIS
ZIP Code: 46204-1213

Delinquent Federal Debt?: No
State/Province: INDIANA
Country: UNITED STATES

ENTITY	EDUCATIONAL MANAGEMENT CORPORATION	Status:Active
DUNS: [redacted] +4:	CAGE Code: 6BX50 DoDAAC:	
Has Active Exclusion?: No Address: 3880 JACKPOT RD City: GROVE CITY ZIP Code: 43123-7500	Delinquent Federal Debt?: No State/Province: OHIO Country: UNITED STATES	

ENTITY	Harris IT Services Corporation	Status:Active
DUNS: [redacted] +4:	CAGE Code: 0HD54 DoDAAC:	
Has Active Exclusion?: No Address: 21000 Atlantic Blvd Ste 300 City: Dulles ZIP Code: 20166-2496	Delinquent Federal Debt?: No State/Province: VIRGINIA Country: UNITED STATES	

ENTITY	EDUCATIONAL MANAGEMENT CORPORATION	Status:Active
DUNS: [redacted] +4:	CAGE Code: 6BYF8 DoDAAC:	
Has Active Exclusion?: No Address: 56075 PARKWAY AVE City: ELKHART ZIP Code: 46516-9325	Delinquent Federal Debt?: No State/Province: INDIANA Country: UNITED STATES	

ENTITY	Jones Masonry Restoration Corporation	Status:Active
DUNS: [redacted] +4:	CAGE Code: 3GG44 DoDAAC:	
Has Active Exclusion?: No Address: 6740 Allentown Blvd Ste 6 City: Harrisburg ZIP Code: 17112-3392	Delinquent Federal Debt?: No State/Province: PENNSYLVANIA Country: UNITED STATES	

ENTITY	EDUCATIONAL MANAGEMENT CORPORATION	Status:Active
DUNS [redacted] +4:	CAGE Code: 5YZ48 DoDAAC:	
Has Active Exclusion?: No Address: 6300 TECHNOLOGY CENTER DR City: INDIANAPOLIS ZIP Code: 46278-6022	Delinquent Federal Debt?: No State/Province: INDIANA Country: UNITED STATES	

ENTITY EDUCATIONAL MANAGEMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6CRS1 DoDAAC:

Has Active Exclusion?: No
Address: 6413 N CLINTON ST
City: FORT WAYNE
ZIP Code: 46825-4911

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6CUJ3 DoDAAC:

Has Active Exclusion?: No
Address: 2001 CARRINGTON MILL BLVD
City: MORRISVILLE
ZIP Code: 27560-0000

Delinquent Federal Debt?: No

State/Province: NORTH CAROLINA
Country: UNITED STATES

ENTITY EDUCATIONAL MANAGEMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5YZ63 DoDAAC:

Has Active Exclusion?: No
Address: 1378 S STATE RD 46
City: TERRE HAUTE
ZIP Code: 47803-9787

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 88113 DoDAAC:

Has Active Exclusion?: No
Address: 3200 WISEMAN LN
City: QUINCY
ZIP Code: 62301-1252

Delinquent Federal Debt?: No

State/Province: ILLINOIS
Country: UNITED STATES

ENTITY HARRIS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5KGS1 DoDAAC:

Has Active Exclusion?: No
Address: 4100 LAFAYETTE CENTER DR
City: CHANTILLY
ZIP Code: 20151-1233

Delinquent Federal Debt?: No

State/Province: VIRGINIA
Country: UNITED STATES

ENTITY NORTHWEST REGIONAL HOUSING DEVELOPMENT CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 39EF5 — DoDAAC:

Has Active Exclusion?: No
Address: 114 SISCO AVE
City: HARRISON
ZIP Code: 72601-2130

Delinquent Federal Debt?: No
State/Province: ARKANSAS
Country: UNITED STATES

ENTITY HARRIS IT SERVICES CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 082S8 — DoDAAC:

Has Active Exclusion?: No
Address: 8955 DRENNAN RD STE A
City: COLORADO SPRINGS
ZIP Code: 80925-1109

Delinquent Federal Debt?: No
State/Province: COLORADO
Country: UNITED STATES

ENTITY HARRIS TECHNICAL SERVICES CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 0C2K1 — DoDAAC:

Has Active Exclusion?: No
Address: 21000 ATLANTIC BLVD STE 300
City: DULLES
ZIP Code: 20166-2496

Delinquent Federal Debt?: No
State/Province: VIRGINIA
Country: UNITED STATES

ENTITY SCIENCE APPLICATIONS INTERNATIONAL CORPORATION — Status:Active

DUNS [redacted] +4: — CAGE Code: 4KYZ8 — DoDAAC:

Has Active Exclusion?: No
Address: 491-L BLUE EAGLE AVE
City: HARRISBURG
ZIP Code: 17112-2314

Delinquent Federal Debt?: No
State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY Harrison Research Corporation — Status:Active

DUNS: [redacted] +4: — CAGE Code: 53N84 — DoDAAC:

Has Active Exclusion?: No
Address: 111 Danika Drive
City: Huntsville
ZIP Code: 35806-2299

Delinquent Federal Debt?: No
State/Province: ALABAMA
Country: UNITED STATES

ENTITY Blue Ridge Mountain Electric Membership Corporation — Status:Active

DUNS: [redacted] +4: — CAGE Code: 1MRY9 — DoDAAC:

Has Active Exclusion?: No
Address: 1360 Main St
City: Young Harris
ZIP Code: 30582-4318

Delinquent Federal Debt?: No

State/Province: GEORGIA
Country: UNITED STATES

ENTITY CHESAPEAKE HOSPITAL CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 6NV46 — DoDAAC:

Has Active Exclusion?: No
Address: 101 HARRIS RD
City: KILMARNOCK
ZIP Code: 22482-3880

Delinquent Federal Debt?: No

State/Province: VIRGINIA
Country: UNITED STATES

ENTITY MEADOWS HOUSING CORPORATION, INC, THE — Status:Active

DUNS: [redacted] +4: — CAGE Code: 5P7R4 — DoDAAC:

Has Active Exclusion?: No
Address: 430 HARRISON LN
City: PARIS
ZIP Code: 38242-4606

Delinquent Federal Debt?: No

State/Province: TENNESSEE
Country: UNITED STATES

ENTITY HERTZ EQUIPMENT RENTAL CORPORATION — Status:Active

DUNS: [redacted] +4: — CAGE Code: 3UWJ8 — DoDAAC:

Has Active Exclusion?: No
Address: 470 PENHAR RD
City: HARRISBURG
ZIP Code: 17111-2501

Delinquent Federal Debt?: No

State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY Rhino Assembly Corporation — Status:Active

DUNS: [redacted] +4: — CAGE Code: 3E2X7 — DoDAAC:

Has Active Exclusion?: No
Address: 5900 Harris Technology Blvd Ste T
City: Charlotte
ZIP Code: 28269-3784

Delinquent Federal Debt?: No

State/Province: NORTH CAROLINA
Country: UNITED STATES

ENTITY	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 1N6A3 DoDAAC:
Has Active Exclusion?: No Address: 6310 allentown blvd ste 110 City: harrisburg ZIP Code: 17112-2739		Delinquent Federal Debt?: No State/Province: PENNSYLVANIA Country: UNITED STATES

ENTITY	HARRIS CORPORATION	Status:Active
DUNS: [redacted]	+4: 0002	CAGE Code: 52W24 DoDAAC:
Has Active Exclusion?: No Address: 2400 PALM BAY RD NE City: PALM BAY ZIP Code: 32905-3377		Delinquent Federal Debt?: No State/Province: FLORIDA Country: UNITED STATES

ENTITY	HARRIS CORPORATION	Status:Active
DUNS: [redacted]	+4: 0001	CAGE Code: 2AA68 DoDAAC:
Has Active Exclusion?: No Address: 2400 PALM BAY RD NE City: PALM BAY ZIP Code: 32905-3377		Delinquent Federal Debt?: No State/Province: FLORIDA Country: UNITED STATES

ENTITY	HARRIS CORPORATION	Status:Active
DUNS: [redacted]	+4: 0003	CAGE Code: 58TC5 DoDAAC:
Has Active Exclusion?: No Address: 2400 PALM BAY RD NE City: PALM BAY ZIP Code: 32905-3377		Delinquent Federal Debt?: No State/Province: FLORIDA Country: UNITED STATES

ENTITY	HARRIS CORPORATION	Status:Active
DUNS: [redacted]	+4:	CAGE Code: 91417 DoDAAC:
Has Active Exclusion?: No Address: 2400 PALM BAY RD NE City: PALM BAY ZIP Code: 32905-3377		Delinquent Federal Debt?: No State/Province: FLORIDA Country: UNITED STATES

ENTITY SAVE DEVELOPMENT CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6B9M0 DoDAAC:

Has Active Exclusion?: No
Address: 3000 HARRISON
City: KANSAS CITY
ZIP Code: 64109-0000

Delinquent Federal Debt?: No

State/Province: MISSOURI
Country: UNITED STATES

ENTITY SOUTH HARRISON COMMUNITY SCHOOL CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 6Q6N8 DoDAAC:

Has Active Exclusion?: No
Address: 315 S HARRISON DR
City: CORYDON
ZIP Code: 47112-1729

Delinquent Federal Debt?: No

State/Province: INDIANA
Country: UNITED STATES

ENTITY BIOMATIK CORPORATION Status:Active

DUNS: [redacted] +4: NCAGE Code: L8178 DoDAAC:

Has Active Exclusion?: No
Address: 25 HARRIS ST UNIT 101
City: CAMBRIDGE
ZIP Code: N1R 7B6

Delinquent Federal Debt?: No

State/Province: null
Country: CANADA

ENTITY TYCO ELECTRONICS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 60GX5 DoDAAC:

Has Active Exclusion?: No
Address: 2100 PAXTON ST
City: HARRISBURG
ZIP Code: 17111-1039

Delinquent Federal Debt?: Yes

State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY TYCO ELECTRONICS CORPORATION Status:Active

DUNS: [redacted] +4: CAGE Code: 5HA17 DoDAAC:

Has Active Exclusion?: No
Address: 100 AMP DR
City: HARRISBURG
ZIP Code: 17112-0000

Delinquent Federal Debt?: Yes

State/Province: PENNSYLVANIA
Country: UNITED STATES

ENTITY	TYCO ELECTRONICS CORPORATION	Status:Active
DUNS: [redacted] +4:	CAGE Code: 60GX5	DoDAAC:
Has Active Exclusion?: No Address: 2100 PAXTON ST City: HARRISBURG ZIP Code: 17111-1039	Delinquent Federal Debt?: Yes State/Province: PENNSYLVANIA Country: UNITED STATES	

ENTITY	TYCO ELECTRONICS CORPORATION	Status:Active
DUNS: [redacted] +4:	CAGE Code: 5HA17	DoDAAC:
Has Active Exclusion?: No Address: 100 AMP DR City: HARRISBURG ZIP Code: 17112-0000	Delinquent Federal Debt?: Yes State/Province: PENNSYLVANIA Country: UNITED STATES	

Z

1523624

REQUEST FOR CHECK FORM

5/14/13
DATE

PAYEE Harris Corporation, GCSD
Citibank Delaware
P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759

AMOUNT $ 20,000.00 DATE REQUIRED 5/28/13

REQUESTED BY Kerrstyn Vega

AUTHORITY FY 12/13 2012 UASI

6/14/13

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)	
1	211	311	12412	97110						20,000	00
2											
3											
4											
5											
6											
7											

DESCRIPTION Harris order No: ORD6779-02367 / Inv 6779-02367

Payment for Covert Surveillance Equipment funded by the 2012 UASI Grant

☒ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: _____ MAIL NO: _____

ATTENTION: _____

☐ CALL _____ ON EXT. _____ WHEN CHECK IS READY

AUTHORIZED SIGNATURE Lt. D Vang 5-22-13

Ronald A. Amend

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0076

ANAHEIM

Agreement No.

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: Police *(Department)* — Director's signature

Contract Administrator: Sergeant Darrin Lee *(Name)* — 714-765-3833 *(Phone number)*

Name of Contractor: Harris Corporation/Cal EMA

Description of Services to be provided: *(Please be specific)*

Covert procurement of hardware upgrade and software upgrade for covert surveillance. Hardware purchase ($66,168.88) will pass through Cal EMA to Harris. Remainder ($21,600) to be paid directly to Harris. *

☑ Original Agreement ☐ Extension/Modification of existing

Value of this Agreement: $ 107,768.88 *(if city will not expend funds, enter 0)*

If mod/extension, initial Value of Agreement: $

Total Value of Agreement: $ 107,768.88

Term of Agreement: n/a Renewal Options? *(specify)*

Insurance Requirements *(check all that apply)*: ☐ General Liability ☐ Workers Comp. ☐ Professional Liability ☐ Automobile Liability ☐ Endorsements

List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant.

☑ No other contracts

Contract Description	Authorized by CM/CC:	Value
	Current Contract Total	107,768.88
	Cumulative Total	107,768.88

* Amount paid to Harris is $20,000 not $21,600 as the [redacted] is non-taxable. Original $21,600 estimate for Harris payment included sales tax. See attached email

A0077

Agreement Summary Sheet for Agreements Executed by the City Manager
Page 2

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? ☐ **Yes** ☑ **No** **If No, answer the following questions:**

Was RFP distributed?

☐ **Yes** *To how many firms?* _____

☑ **No** *Why not? How were proposals solicited?*

Covert purchase pursuant to municipal code section 1.04.311

How many proposals were received? 1

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

Harris Corporation is the only company offering an upgrade to their proprietary technology.

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

☑ **Yes**

☐ **No** *(Explain, in detail, why not.)*

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source: ☐ **General Fund** ☑ **Other**

____ - ____ - ____ 214 - 311 - 1242 - ____

- **Was this agreement anticipated in the approved budget?**

  ☑ **Yes** ☐ **No** *(Explain)*

- **Describe the funding source, and note any restrictions on the use of such funds** *(i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).*

  214-311-1242-9716 ($86,168.88 for hardware), 214-311-1242-9717 ($21,600 for software).
  From 2012 UASI grant, no impact on General Fund.

Jennifer Sorensen

From: Kerrstyn Vega
Sent: Wednesday, June 12, 2013 2:36 PM
To: Jennifer Sorensen
Subject: Fwd: 1122 Program Purchase Order (Anaheim PD # 849)

Hi Jennifer,

Here is the information regarding Harris.

Thank you,

Kerrstyn

Sent from my iPhone

Begin forwarded message:

> **From:** "McCreery, Susan" <smccreer@harris.com>
> **Date:** June 12, 2013, 11:45:51 AM PDT
> **To:** Kerrstyn Vega <KVega@anaheim.net>
> **Subject: RE: 1122 Program Purchase Order (Anaheim PD # 849)**
>
> Kerrstyn:
>
> I think if an [redacted] then you have to pay tax but the [redacted] Thus you don't have to pay tax :)
>
> Susan D. McCreery
> Western Regional Account Manager
> Harris Corporation
> C4ISR Programs
> susan.mccreery@harris.com
> 321-258-9631
> 321-409-6975 (e-fax)
> www.wpg.harris.com/wpg
>
> -----Original Message-----
> From: Kerrstyn Vega [mailto:KVega@anaheim.net]
> Sent: Wednesday, June 12, 2013 2:42 PM
> To: McCreery, Susan
> Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)
>
> Good Morning Susan,
>
> I work for Anaheim PD and I had a quick question regarding invoice #INV6779-02637 for $20,000.00. Do you know why there was no tax added on the invoice?
> I couldn't recall if software wasn't taxed and maybe that was the reason, but I just wanted to

verify that we shouldn't be paying tax as well.

Thank You,

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

HARRIS

Please Remit Payments:
Harris Corporation, GCSD
Citibank Delaware
[redacted]

INV6779-02637
Date: 05/14/2013

INVOICE

Bill & Ship To:
Anaheim Police Department
Attn: Chad Meyer
cmeyer@anaheim.net
425 S. Harbor Blvd.
Anaheim, CA 92805

Purchase Order	Payment Terms	Harris Order No:
2013-0849	Net 30	ORD6779-02367

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDEAL LAW (18 U.S.C. § 2512). 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 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.

ORDERED	SHIPPED	BO	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1			[redacted]	[redacted]	$20,000	$20,000.00

Intermediary Account Holder:
Harris Corp. , GCSD
2400 Palm Bay Road NE
Mailstop 3-11B
Palm Bay, FL 32905
Bank Address:
Citibank Delaware
Philadelphia, PA
Swift Code: CITIUS33

Subtotal	$20,000.00
Tax:	$00.00
Freight:	$00.00
Purchase Price:	$20,000.00 USD

Page 1 Of 1

CITY OF ANAHEIM [redacted]

CHECK DATE: 06/17/2013 VENDOR: Z0000000001 NAME: HARRIS CORPORATION, GCSD [redacted]

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	PURCHASE ORDER NO.	AMOUNT
1523624	05/14/2013	ORD6779-02367 FOR COVERT SURV		20,000.00

Vendor: Z0000000001

Page TOTAL: 20,000.00
20,000.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE A HEXAGON-SHAPED TRUE WATERMARK WHEN HELD TO THE LIGHT.

TO THE TREASURER
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

ACCOUNTS PAYABLE ACCOUNT
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

[redacted]

DATE
06-17-2013

THE SUM OF
Twenty Thousand And 00/100 Dollars

AMOUNT
$******20,000.00

56-382
412

PAY TO THE ORDER OF
HARRIS CORPORATION, GCSD
CITIBANK DELAWARE
P O BOX 7247-LB 6759
PHILADELPHIA, PA 19170-6759

VOID 180 DAYS
AFTER DATE OF ISSUE

MAYOR

CITY TREASURER

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

[redacted]

RUB OR BR... COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK—IF COLOR DOES NOT FADE, DO NOT ACCEPT

1523633

REQUEST FOR CHECK FORM

1/14/14
DATE

PAYEE KEYW Corporation
7740 Milestone Parkway, Suite 400
Hanover, MD 21076

AMOUNT $ 9,728.75 DATE REQUIRED 1/29/14

REQUESTED BY Kerrstyn Vega

AUTHORITY FY14/15

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)	
1	214	311	1242	97116						9,728	75
2											
3											
4											
5											
6											
7											

DESCRIPTION Reimbursement for Covert Equipment purchase funded by the 2012 UASI Grant

☐ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: _____ MAIL NO: _____

ATTENTION: _____

☐ CALL _____ ON EXT. _____ WHEN CHECK IS READY

AUTHORIZED SIGNATURE M. D. Vega 1-21-14

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0083

Agreement No. [ ]

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: Police *(Department)* — **Director's signature**

Contract Administrator: Lieutenant David Vangsness *(Name)* — 714-765-7901 *(Phone number)*

Name of Contractor: KEYW Corporation

Description of Services to be provided: *(Please be specific)*

Covert procurement of hardware for covert surveillance. Hardware purchase ($9,728.75) will be paid to KEYW Corporation.

☑ **Original Agreement** ☐ **Extension/Modification of existing**

Value of this Agreement: $ 9,728.75 *(if city will not expend funds, enter 0)*

If mod/extension, initial Value of Agreement: $ _____

Total Value of Agreement: $ 9,728.75

Term of Agreement: n/a **Renewal Options?** *(specify)* _____

Insurance Requirements *(check all that apply)*: ☐ General Liability ☐ Workers Comp. ☐ Professional Liability ☐ Automobile Liability ☐ Endorsements

List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant.

☑ **No other contracts**

Contract Description	Authorized by CM/CC:	Value
	Current Contract Total	9,728.75
	Cumulative Total	9,728.75

Rev. TH 6-2011

A0084

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? ☐ Yes ☑ No **If No, answer the following questions:**

Was RFP distributed?

☐ Yes *To how many firms?* _____

☑ No *Why not? How were proposals solicited?*

Covert purchase pursuant to municipal code section 1.04.311

How many proposals were received? _____

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

KEYW Corporation maintains sole proprietary ownership of equipment.

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

☑ Yes

☐ No *(Explain, in detail, why not.)*

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source:

☐ General Fund ____ - ____ - ____

☐ Other 214 - 311 - 1242 - 9705

- **Was this agreement anticipated in the approved budget?**
  ☑ Yes ☐ No *(Explain)*

- **Describe the funding source, and note any restrictions on the use of such funds** *(i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).*
  This will be funded with the FY2012 UASI grant, no impact on the General Fund.

City of Anaheim
POLICE DEPARTMENT

To: **Marcie Edwards**
City Manager

From: **Raul Quezada**
Interim Chief of Police

Date: **November 12, 2013**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to upgrade our current covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment is $9,728.75 which will ultimately be paid to KEYW Corporation. KEYW Corporation manufactures [redacted] manufactured by Harris Corporation we purchased in February, 2013 with UASI funds.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2012-093, authorizing the acceptance of the 2012 UASI grant.

APPROVED BY:

Raul Quezada, Interim Chief of Police

Marcie Edwards, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

KEYW

[redacted]

August 1, 2013

KEYW PRODUCTS – Sole Source Justification Statement
KEYW Proprietary

To whom it may concern:

The following products are developed and owned exclusively by the KEYW Corporation with all rights reserved. KEYW maintains sole proprietary ownership of the below listed product lines. These products are available to qualified government customers, including those at the state and local level.

[redacted] builds on the previous generation [redacted] with over three thousand devices in service worldwide. It is capable of [redacted] The unit includes several new capabilities relative to the first generation [redacted] for better performance and enhanced usability and a newly redesigned, rugged composite housing for improved survivability.

[redacted] capability from the original [redacted] is an upgraded [redacted] In addition to the capabilities available in [redacted]

Technical questions regarding the products may be addressed to Bill Wygal at (443) 270-5286 or via email at bwygal@keywcorp.com. For contractual questions, please contact Gwen Pal at (443) 733-1803 or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact Jennifer Edwards at (443) 270-5298 or via email at jedwards@keywcorp.com.

KEYW

The KEYW Corporation
Engineering Integration Group

10 October 2013

To: Anaheim Police Department
Attention: Chad Meyer
Subject: FIRM FIXED PRICE Quote
Quote #: 101013-002

All products are delivered with user manuals. Ground shipping is included in the price.

Delivery Schedule - [redacted] **is back ordered and will ship on 20 December 2013.**

LINE ITEM	PART NUMBER	ITEM	QTY	UNIT PRICE	TOTAL FIRM FIXED PRICE
1	[redacted]	[redacted]	1	$9,050.00	$9,050.00

Product will be delivered to: California

California sales tax:	$678.75
TOTAL	$9,728.75

The KEYW Corporation is required to collect sales tax in the amount quoted above. Any order resulting from this quote shall include the sales tax amount unless the Buyer provides an exemption certificate.

This proposal is valid for a period of 30 days from the date of this quote and shall remain valid through 11/9/2013.
The quote number appearing on this document should be referenced on all orders and other related correspondence.

Warranty Statement:

A one (1) year warranty is included in the quoted price of the product unless otherwise specified above. The warranty period shall start upon acceptance of the products.

The KEYW Corporation warrants each new product manufactured to be free from defects in material and workmanship under normal use and service for the warranty period. This warranty is provided to the original end user and is not assignable or transferable. The KEYW Corporation will repair, without charge, any KEYW product which fails due to a defect in material or workmanship within the warranty period. This warranty excludes damage caused by improper operation, testing, repair, modification, alteration, adjustment, installation, or maintenance of the KEYW product. Damage resulting from either accident or neglect is also excluded. The preceding warranty is The KEYW Corporation's only warranty concerning the products, services and any deliverables resulting under this order, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, non-infringement or otherwise.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY AND EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAW, IN NO EVENT SHALL KEYW BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE WARRANTY, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. THE KEYW CORPORATION SHALL NOT BE LIABLE FOR THE LOSS OF ANTICIPATORY PROFITS.

Technical questions regarding the products may be addressed to Bill Wygal at (443) 270-5286 or via email at bwygal@keywcorp.com. For contractual questions, please contact Gwen Pal at (443) 733-1803 or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact Jennifer Edwards at (443) 270-5298 or via email at jedwards@keywcorp.com.

cc: Bill Wygal, KEYW Products Technical Lead
Jennifer Edwards, KEYW Program Manager
Mike Oldenburg, KEYW Division Director

Invoice Number: INV-20132150G
Invoice Date: 01/02/14

Bill To:
Anaheim Police Department
425 South Harbor BLVD

Anaheim, CA 92805

Remit To:
KEYW CORPORATION
7740 MILESTONE PARKWAY
SUITE 400

HANOVER, MD 21076

Terms: NET 30
Due Date: 02/01/14

Customer PO: Quote# 103013-002
Bill Number: 0001

Prime Contract:
Invoice Total: 9,728.75

Project Number: 021301.0104.0001
Description: Anaheim PD 11/26/13

Statement of Work:

Description:	SCHEDULED VALUE	PERCENT COMPLETE	PREVIOUS AMT BILLED	AMOUNT BILLABLE	CURRENT AMT DUE
LINE ITEM 1- [redacted]	9,050.00	100.00 %	0.00	9,050.00	9,050.00
California Sales Tax	678.75	100.00 %	0.00	678.75	678.75
Subtotal:	9,728.75		0.00	9,728.75	9,728.75

AMOUNT BILLABLE	9,728.75
Less PREVIOUS AMT BILLED	0.00
CURRENT AMT DUE	9,728.75
Invoice Total	9,728.75

Jennifer Edwards

Digitally signed by Jennifer Edwards
DN: cn=Jennifer Edwards, o=KEYW Corporation, ou=EIG, email=jedwards@keywcorp.com, c=US
Date: 2014.01.03 13:15:11 -05'00'

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, January 14, 2014 2:27 PM
To: Kerrstyn Vega
Subject: Re: Harris Handheld

Hi Kerrstyn,

Yes we received [redacted] on January 2, 2014 but the package did not come with a packing slip and we were unable to obtain one. Everything we ordered we received though.

Thanks again,
Ryan

Sent from my iPhone

On Jan 14, 2014, at 2:20 PM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Hi Ryan,
>
> Can you please confirm the date you received [redacted] and that you are not able to obtain a copy of the packing slip from the vendor?
>
> Thanks,
>
> Kerrstyn
>
> **Kerrstyn Vega**
> Anaheim Police Department
> Special Ops- Emergency Management Bureau
> ph- 714-765-1919
> fax- 714-765-1616
> kvega@anaheim.net

FY12 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	11/12/13

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to upgrade previously purchased covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the Harris device purchased in FY2013 which will give us the ability to place a device inside of a room within a building.

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the Harris device. Without an upgrade to our [redacted] Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct covert surveillance [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system upgrade works is proprietary to Harris and KEYW Corporation and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan

Tisdale will work as project manager for this project.

Acquisition Strategy:

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/14/13	City Manager & Police Chief sign the Covert Purchase request
12/15/13	KEYW Corporation delivers equipment
1/2/14	Training on equipment
1/15/14	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. A competitive bidding process would allow this technology to become public record.
2. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and KEYW Corporation and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our recent Harris upgrade and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/14/13	City Manager & Police Chief sign the Covert Purchase request
12/15/13	Harris delivers equipment
1/2/14	Training on equipment
1/15/14	Equipment deployed

LIFE-CYCLE COSTS AND BENEFITS

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases and to place a device inside a room in a building.

ALTERNATIVE #2 – Follow Competitive Bid Process

We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.

ALTERNATIVE #3 – Sole Source Procurement Request

100% of this purchase will be directly through KEYW Corporation who manufactures the hand-held device for Harris Corporation.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases and to place a device inside a room in a building.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

100% of this purchase will be directly through KEYW Corporation who manufactures the hand-held device for Harris Corporation.

COST BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	Depending on how fast technology increases, [redacted] This will severely limit our ability to investigate terrorist and criminal cases and to place a device inside a room in a building.
Alt. 2	2	We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.
Alt. 3	1	100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

UASI HOMELAND SECURITY GRANT- Inventory

Sub-Recipient	Address	Equipment Date of Receipt	Point of Contact (P.O.C.)	Phone # / E-Mail
Anaheim Police Department	425 S Harbor Blvd Anaheim, CA 92805	10/1/2013 1/2/2014	Ryan Tisdale	714-497-5239 rtisdale@anaheim.net
Grant Office	Address	Inspected By:	Phone #	E-Mail
Anaheim UASI	425 S. Harbor Blvd Anaheim, CA 92805	Kerralyn Vega	714-765-1919	kvega@anaheim.net

Date Printed Name Signature

Equipment Description:	Source of Property:	Loction of Equipment:	Monitoring Visit Due Date:	Project:
Digital Receiver Technology Software/Hardware	Harris/Cal EMA 1122/ KeyW Corp	Anaheim PD - High Tech Unit		D- Info Sharing

Equipment Use:	Acquistion Date:	Cost of Item:	Disposition:	Grant Year:	EHP:
Direction Finding Covert Surveilance Equipment	10/1/2013 1/2/2014	$115,888.00	New/In Use	2012	Yes No X

Comments: Regional Asset

Product	Model #	Part #	AEL #	Serial #	Barcode #	Location
[redacted]	N/A	[redacted]	13LE-00-SURV	292	12-00096	Anaheim PD
[redacted]	[redacted]	[redacted]	13LE-00-SURV		12-00121	Anaheim PD
[redacted]	N/A	[redacted]	13IT-00-SGNT	N/A	12-00096	Anaheim PD

A0094

FY1_ Anaheim and Santa Ana UASI (ant
Quarterly Project Status Report

Agency/ City Name:	Police Department/Anaheim	Project Manager:	Ryan Tisdale
E-Mail Address:	rtisdale@anaheim.net	Phone Number:	714-765-3838

Please mark current reporting period, due dates in parenthesis.

- ☒ January 1 - March 31 (April 10th)
- ☐ April 1 - June 30 (July 10th)
- ☐ July 1 - September 30 (October 10th)
- ☐ October 1 - December 31 (January 10th)

Project & Solution Area:	Project D – Enhance Information Collection	Project Title:	Harris Upgrade

Project Overall Status: In-progress

Milestones	Planned End Date	% Completed	Comments and Milestone Completion Status
Hardware procurement through Cal EMA 1122 Program	4/10/13	50	Payment for Hardware into an Escrow account with Cal EMA, waiting for CalEMA to pay Harris
Software procurement through Anaheim Purchasing Department	4/10/13	0	Waiting for Cal EMA to pay for Hardware, once hardware is paid the City of Anaheim will pay for the Software.
Delivery of Loaner Equip	8/1/13	0	Loaner Equip should be here in August
Upgrade to existing Equip	8/30/13	0	Harris will upgrade gear while we have Loaner
Training Scheduled for Upgrade	8/16/13	0	Training is scheduled for Aug 15-16
TOTAL Project Budget:	**117,000**		**Total Spent:** **86,168.88**

Accomplishments Completed this Quarter: Payment to CalEMA through 1122 Program for the procurement of Harris Project Upgrade.

Accomplishments Planned for Next Quarter: Full payment for Hardware & Software to Harris Corp.

Issues or Concerns:

FY1[illegible] Anaheim and Santa Ana UASI [illegible]ant
Quarterly Project Status Report

Agency/ City Name:	Police Department/Anaheim	Project Manager:	Ryan Tisdale
E-Mail Address:	rtisdale@anaheim.net	Phone Number:	714-765-3838

Please mark current reporting period, due dates in parenthesis.

- ☐ January 1 - March 31 (April 10th)
- ☒ April 1 - June 30 (July 10th)
- ☐ July 1 - September 30 (October 10th)
- ☐ October 1 - December 31 (January 10th)

Project & Solution Area:	Project D – Enhance Information Collection	Project Title:	Harris Upgrade

Project Overall Status: In-progress

Milestones	Planned End Date	% Completed	Comments and Milestone Completion Status
Hardware procurement through Cal EMA 1122 Program	4/10/13	100	Payment for Hardware into an Escrow account with Cal EMA, waiting for CalEMA to pay Harris
Software procurement through Anaheim Purchasing Department	4/10/13	100	Waiting for Cal EMA to pay for Hardware, once hardware is paid the City of Anaheim will pay for the Software.
Delivery of Loaner Equip	8/1/13	0	Loaner Equip should be here in August
Upgrade to existing Equip	8/30/13	0	Harris will upgrade gear while we have Loaner
Training Scheduled for Upgrade	8/16/13	0	Training is scheduled for Aug 15-16
TOTAL Project Budget:	**117,000**		**Total Spent:** **107,768.88**

Accomplishments Completed this Quarter: Hardware & Software payments made to Harris

Accomplishments Planned for Next Quarter: Receipt of Loaner equipment while upgrade is done to our existing equipment.

Issues or Concerns:

FY12 Anaheim and Santa Ana UASI Grant
Quarterly Project Status Report

Agency/ City Name:	Police Department/Anaheim	Project Manager:	Ryan Tisdale
E-Mail Address:	rtisdale@anaheim.net	Phone Number:	714-765-3838

Please mark current reporting period, due dates in parenthesis.

- ☐ January 1 - March 31 (April 10th)
- ☐ April 1 - June 30 (July 10th)
- ☒ July 1 - September 30 (October 10th)
- ☐ October 1 - December 31 (January 10th)

Project & Solution Area:	Project D – Enhance Information Collection	Project Title:	Harris Upgrade

Project Overall Status: In-progress

Milestones	Planned End Date	% Completed	Comments and Milestone Completion Status
Hardware procurement through Cal EMA 1122 Program	4/10/13	100	Payment for Hardware into an Escrow account with Cal EMA, waiting for CalEMA to pay Harris
Software procurement through Anaheim Purchasing Department	4/10/13	100	Cal EMA to pay for Hardware, once hardware is paid the City of Anaheim will pay for the Software.
Delivery of Loaner Equip	8/1/13	100	Loaner Equip should be here in August
Upgrade to existing Equip	8/30/13	100	Harris will upgrade gear while we have Loaner
Training Scheduled for Upgrade	8/16/13	100	Training was held Aug 15-16
Receive Equipment	10/1/13	100	Receive Equipment
Purchase handheld device	12/15/13	0	
TOTAL Project Budget:	**117,000**		**Total Spent:** **107,768.88**

Accomplishments Completed this Quarter: We have received the hardware purchased through Cal EMA's 1122 program and the software purchased through the City of Anaheim has been downloaded onto it.

Accomplishments Planned for Next Quarter: We are currently in the process of procuring the [redacted] which complements the new hardware and software. This purchase of [redacted] should cost somewhere around 10K, we are researching the appropriate method to purchase this item, it may have to be a covert purchase as was the upgrade to the Harris equipment.

Issues or Concerns: None

FY12 Anaheim and Santa Ana UASI (ant
Quarterly Project Status Report

Agency/ City Name:	Police Department/Anaheim	Project Manager:	Ryan Tisdale
E-Mail Address:	rtisdale@anaheim.net	Phone Number:	714-765-3838

Please mark current reporting period, due dates in parenthesis.

- ☐ January 1 - March 31 (April 10th)
- ☐ April 1 - June 30 (July 10th)
- ☐ July 1 - September 30 (October 10th)
- ☒ October 1 - December 31 (January 10th)

Project & Solution Area:	Project D – Enhance Information Collection	Project Title:	Harris Upgrade

Project Overall Status: Complete

Milestones	Planned End Date	% Completed	Comments and Milestone Completion Status
Hardware procurement through Cal EMA 1122 Program	4/10/13	100	Payment for Hardware into an Escrow account with Cal EMA, waiting for CalEMA to pay Harris
Software procurement through Anaheim Purchasing Department	4/10/13	100	Cal EMA to pay for Hardware, once hardware is paid the City of Anaheim will pay for the Software.
Delivery of Loaner Equip	8/1/13	100	Loaner Equip should be here in August
Upgrade to existing Equip	8/30/13	100	Harris will upgrade gear while we have Loaner
Training Scheduled for Upgrade	8/16/13	100	Training was held Aug 15-16
Receive Equipment	10/1/13	100	Received Equipment
Purchase handheld device	12/15/13	100	Equipment Ordered
Receive Handheld Device	1/1/14		Received Equipment
TOTAL Project Budget:	**117,000**		**Total Spent:** **107,768.88**

Accomplishments Completed this Quarter: Received [redacted]

Accomplishments Planned for Next Quarter: None, Project Complete

Issues or Concerns: None

HARRIS

Quote	QTE6779-03074
Date	7/2/2011
Page:	1

Quotation

Bill To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,739

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE	The GSA Contract Number for purchasing the items below is GS-35F-0283J.	*			$0.00
1	[redacted]	[redacted]	EA		$134,952.00	$134,952.00
1	[redacted]	[redacted]	EA		$18,419.00	$18,419.00
1	[redacted]	[redacted]	EA		$16,915.00	$16,915.00
1	[redacted]	[redacted]	EA		$14,954.00	$14,954.00
1	[redacted]	[redacted]	EA		$35,015.00	$35,015.00
1	[redacted]	[redacted]	EA		$10,942.00	$10,942.00
1	NOTE	The items quoted below are Catalog Priced Items and are not available on the GSA Contract.	*			$0.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted]	EA		$22,000.00	$22,000.00
1	[redacted]	[redacted] Purchasing this software is contingent on authorization and approval of the FBI NDA.	EA		$22,000.00	$22,000.00
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

HARRIS

Quote	QTE6779-03074
Date	7/2/2011
Page:	2

Quotation

Bill To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,739

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	TRAIN-MLB [redacted]	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
1	TRAIN-MLB	Training - Melbourne (tuition only) StingRay II U Training Purchasing this training is contingent on the approval and authorization of the [redacted] listed above.	EA		$4,000.00	$4,000.00
1	TRAIN-MLB [redacted]	Training - Melbourne (tuition only) training is for 1 day, up to 4 students maximum per class.	EA		$2,500.00	$2,500.00
		NOTE Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum.	*			$0.00
		NOTE If you are tax exempt please provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			$0.00
		NOTE Please reference GSA Contract #GS-35F-0283J on the Purchase Order. Thank you.	*			$0.00
		NOTE Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			$0.00

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

Approved By: _____

Subtotal	$337,697.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$337,697.00

Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: February 15, 2011

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 Division.
   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.
   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. **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.

3. **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 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. 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. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

   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.

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.

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. 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.

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. 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 show 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 the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, 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.

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 SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

f. 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.

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:
   i. Procure for Customer the right to continue using the Equipment;
   ii. Replace it with a substantially equivalent non-infringing equipment;
   iii. Modify it so it becomes non-infringing but substantially equivalent; or
   iv. 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:
   i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
   ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
   iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
   iv. 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's confidential 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 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 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 the 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.

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 under 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 3 (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 GCSD	**Customer**
_____	_____
Signature	Signature
Julie Bonine	
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. Annual Software License Key Reactivation. Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.

2. Annual Certification. As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

HARRIS

Harris Proprietary

Quote	QTE6779-03737
Date	8/1/2012
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2512). 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.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	4,485

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[redacted]	[redacted]	EA		$72,000.00	$72,000.00
1	2009523-101	Laptop PC *This $3,500 valued Laptop PC is included in the cost of the [redacted]	EA			$0.00
1	[redacted]	[redacted]	EA		$15,500.00	$15,500.00
1	[redacted]	[redacted]	EA		$20,000.00	$20,000.00
	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 [redacted]	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	$107,500.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$107,500.00

Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: June 25, 2012

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 Division.
   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 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. The Customers obligation to protect information includes, but not limited to, the names of specific products, pricing, technical and performance data. Under no circumstances should any information regarding Customers purchase or use of Harris Wireless Products be posted on any public website, including procurement websites. 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. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

   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.

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. 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 show 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 the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, 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.

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 SUBJECTED TO NEGLECT, 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.

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:
    i. Procure for Customer the right to continue using the Equipment;
    ii. Replace it with a substantially equivalent non-infringing equipment;
    iii. Modify it so it becomes non-infringing but substantially equivalent; or
    iv. 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:
    i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
    ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
    iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
    iv. 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's 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 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 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 the 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.

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 3 (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 GCSD	**Customer**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

City of Anaheim
OFFICE OF THE CITY ATTORNEY

November 2, 2015

VIA FEDERAL EXPRESS

Ms. Jessica Price
ACLU of Southern California
1313 West 8th Street
Los Angeles, CA 90017

Re: ACLU Public Records Act Request

Dear Ms. Price:

Enclosed with this letter are additional records of the Anaheim Police Department ("APD") responsive to the ACLU's July 2014 Public Records Act request, the existence of which only recently came to my attention. These are not records that were previously withheld under claim of exemption or privilege, but rather records that were not discovered when the APD previously searched for responsive materials.

It appears that these materials were not initially found for two primary reasons. First, the majority of these documents are comprised of e-mails that were archived by an APD employee. These were overlooked because the APD's retention policies normally have e-mails automatically delete after thirty (30) days, but permission to archive the emails had been given in this instance. Second, almost all of the other documents relate to a surveillance device commonly referred to as a "DRT" that is not currently used and has not been used by the APD for years. When records were previously searched, the APD looked for records related to its current surveillance equipment, *i.e.,* the equipment specified by name in the ACLU's request. Upon realization that the DRT likely falls within the broad ambit of the subject PRA request, we determined that these materials should also be produced.

The new materials are bates labelled A0136-466 consecutively with the documents previously provided. Moreover, we are separately providing the enclosed production of duplicate e-mails and incomplete drafts separately labelled with the prefix "D," although the final versions of all such documents are within the main production.

200 S. Anaheim Blvd., Suite 356
Anaheim, California 92805

TEL (714) 765-5169
FAX (714) 765-5123

www.anaheim.net

A number of the enclosed records contain redactions made on the following grounds:

(1) Information that was not sought by the ACLU's request [A0137-141, D067];

(2) Taxpayer identification numbers and bank account numbers for government contractors were redacted on grounds of financial privacy [A0169, A0212, A0342, A0394, A0408, A0412 and A0434] and personal cell phone numbers were redacted on grounds of privacy [A0192, A0237, A0275-76, A0288, A0299, A0320, A0329, A0444-45, D002 and D007];

(3) All other redactions were for intelligence information or tactics/security procedures of the Anaheim Police Department, which information is exempt from disclosure under Government Code §§ 6254(f) and 6255 and Evidence Code §§ 1040(b)(2) and 1041(a)(2). With respect to a few of the documents in this category, i.e. A0256-72, the redactions also concern technical details of technology that may be subject to the non-disclosure provisions of the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.

Please contact me if you have questions or wish to discuss any of the above.

Sincerely,

Michael R.W. Houston, City Attorney

By: Kristin Pelletier

Kristin A. Pelletier
Sr. Assistant City Attorney

Enclosures

Applicant:Anaheim/Santa Ana UASI
FIPS #:059-95010
Date:8/27/07

FY 07 Homeland Security Grant Program
Application Cover Sheet - Urban Area Security Initiative

Program	Amount Requested	
Urban Area Security Initiative (UASI)	$ 11,072,000	
Total	$ 11,072,000	

For State Use Only
Application Approved By: _____
Grant Performance Period _____
FIPS# _____
Grant # _____
Date: _____

State of Certification-City Authorized Agent - By signing below, I hereby certify that I am the duly appointed Authorized Agent and have the authority to apply for the FY 2007 Homeland Security Grant Program, and the City's application represents the needs for the Urban Area Security Initiative.

Printed Name	Signature	Title	Date	Phone	Email
Paul M. Walters	_____	Chief of Police	_____	(714) 245-8003	pwalters@ci.santa-ana.ca.us

Authorized Agents

Name	Mailing Address	City	State	Zip	Phone	Email
Paul M. Walters	60 Civic Center Plaza P.O. Box 1981	Santa Ana	CA	92702	(714) 245-8003	pwalters@ci.santa-ana.ca.us

Contacts

Name	Mailing Address	City	State	Zip	Phone	Email
Cmdr. Carlos Rojas	60 Civic Center Plaza P.O. Box 1981	Santa Ana	CA	92702	(714) 245-8722	crojas@ci.santa-ana.ca.us
Lt. Mark Cyprien	8201 Santa Ana Canyon Road	Anaheim	CA	92803	(714) 765-3879	MCyprien@anaheim.net

State of Certification-Core County point of Contact - UASI - By signing below, I hereby certify that I am the Point of Contact for the Urban Area's Core County, and the City' application represents the Urban Area's needs for the FY 2007 Homeland Security Grant Program, Urban Areas Security Initiative.

Printed Name	Signature	Title	Date	Phone	Email
Thomas G. Mauk	_____	CEO, County of Orange	_____	(714) 834-2345	Thomas.Mauk@ocgov.com

Subgrantee: Anaheim/Santa Ana UASI
FIPS#: 059-95010
Grant:FY07 UASI

Governor's Office of Homeland Security
Grant Management Section

Project #	Project Name	Solution Area	Solution Area Sub-Category	Discipline	Funding Source	Total Obligated	Amount Approved Previous	Amount This Request	Total Approved	Remaining Balance	Percent Complete %
						$11,072,000	$-	$-	$-	$11,072,000	0%
13	D Enhance Information Collection, Analysis and Dissemina	Equip	Terrorism Incident Prevention Equipment	LE	UASI	500,000	-		-	500,000	0%

Subgrantee: Anaheim/Santa Ana UASI
FIPS#: 059-95010
Grant:FY07 UASI

Governor's Office of Homeland Security
Grant Management Section

Project	Project Name	Solution Area	Solution Area Sub-Category	Discipline	Funding Source	Total Obligated	Amount Approved Previous	Amount This Request	Total Approved	Remaining Balance	Percent Complete %
						$11,072,000	$4,920,983	$-	$4,920,983	$6,151,017	44%
13	D Enhance Information Collection, Analysis and Dissemina	Equip	Other Authorized Equipment	LE	UASI	239,000			-	239,000	0

PL MOD#4 Approved CB 060309

Subgrantee: Anaheim/Santa Ana UASI
FIPS#: 059-95010
Grant:FY07 UASI

Governor's Office of Homeland Security
Grant Management Section

Project	Project Name	Solution Area	Solution Area Sub-Category	Discipline	Funding Source	Total Obligated	Amount Approved Previous	Amount This Request	Total Approved	Remaining Balance	Percent Complete %
						$11,072,000	$4,982,375	$-	$4,388,278	$6,172,725	44%
13	Enhance Information Collection, Analysis and Dissemina	Equip	Other Authorized Equipment	LE	UASI	239,000		-	239,000		0

Subgrantee: Anaheim/Santa Ana UASI
FIPS#: 059-95101
Grant:FY07 UASI

Governor's Office of Homeland Security
Grant Management Section

Project	Equipment Description	AEL #	AEL Title	Invoice #	Vendor	Fisher Prime Vendor	Total Cost General	Cash Request #	Acquired Date	ID Tag #	Condition and Disposition	Deployed Location
						$-	#REF!					

EI- MOD #4 Approved CB 060309

Subgrantee: Anaheim/Santa Ana UASI
FIPS#: 059-95101
Grant:FY07 UASI

Governor's Office of Homeland Security
Grant Management Section

D	Digital Receiver Technology (DRT)	13LE-00-SURV	Equipment, Law Enforcement Surveillance		Digital Receiver Technology, In	182,510						
D	Digital Receiver Technology (DRT)	04AP-07-DGPS	Device, Global Positioning System (GPS)		Digital Receiver Technology, In	19,995						
D	Digital Receiver Technology (DRT)	13LE-00-SURV	Equipment, Law Enforcement Surveillance		Digital Receiver Technology, In	18,700						
D	Digital Receiver Technology (DRT)	21GN-00-STAX	Sales Tax		Digital Receiver Technology, In	19,785						

EI- MOD #4 Approved OR 06/30/9

Project Checkoff Sheet

Project: Digital Reveiver Technology (DRT)

Project Manager: Ryan Tisdale

Grant Year: 2007 **Cost:** 182,680

Section:		Yes	No
1	Project Log	☐	☐
	UASI Purchase Request and approval form	☐	☐
	Other:		
2	Accounting		
	Reimbursement Request	☐	☐
	Proposal/Quote	☒	☐
	Requisition	☐	☐
	P.O.	☐	☐
	Invoice	☐	☐
	Receiver	☐	☐
	Copy of Checks	☐	☐
	Receipts	☐	☐
	Other:		
3	Monitoring		
	Form	☐	☐
	Photos	☐	☐
	Other:		
	Other:		

Section:		Yes	No
4	Inventory		
	Bar Code	☐	☐
	Identification Number	☐	☐
	Quantity:		
	Other:		
	Other:		
5	Communications		
	Emails	☐	☐
	Other:		
	Other:		
6	Miscellaneous		
	City Council Agenda	☐	☐
	E Copies	☐	☐
	Other:		
	Other:		
	Other:		
	Other:		

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Chief John Welter

From: Captain Joe Reiss

Date: December 1, 2008

RE: **Digital Receiver Technology (DRT)**

The Anaheim Police Department Crime Task Force conducts complex investigations on a regular basis that often includes utilizing cellular phone technology. CTF Investigators have arrested hundreds of felony suspects ranging from homicide, armed robbery, kidnap, and rape to grand theft, using cellular phone technology. Consequently, CTF Investigators have [redacted]

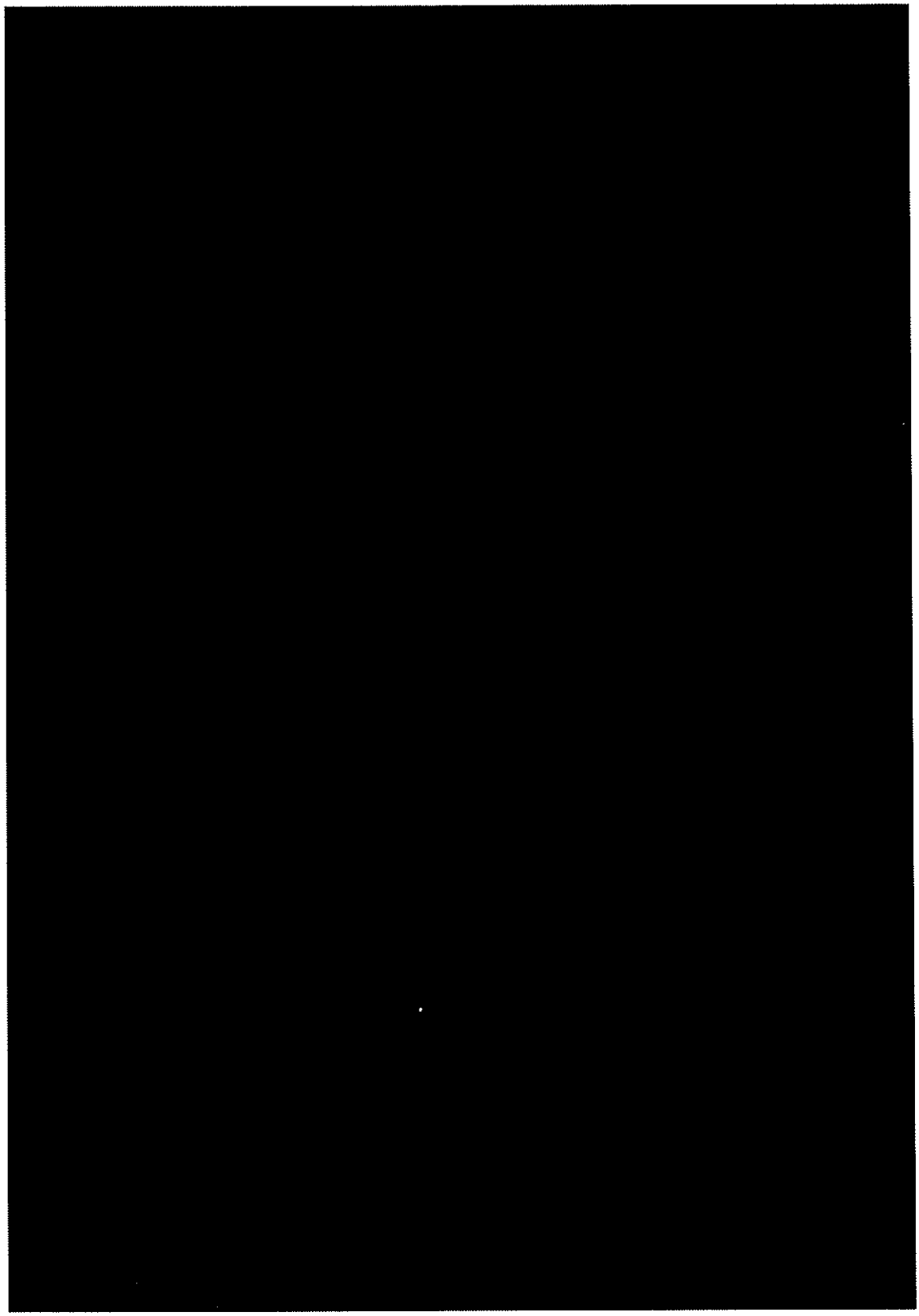
Within the past year, CTF Investigators have gained recognition throughout Orange and Riverside Counties for their expertise in cellular phone technology, and more importantly, their ability to [redacted] apprehend dangerous fugitives. As a result, many local agencies have called upon CTF to assist in their investigations, even when the cases have no nexus to the city of Anaheim. [redacted]

During a typical investigation, CTF investigators draft a court order requesting [redacted] Once the order is completed and signed by the Judge [redacted]

[redacted]

[redacted]

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680

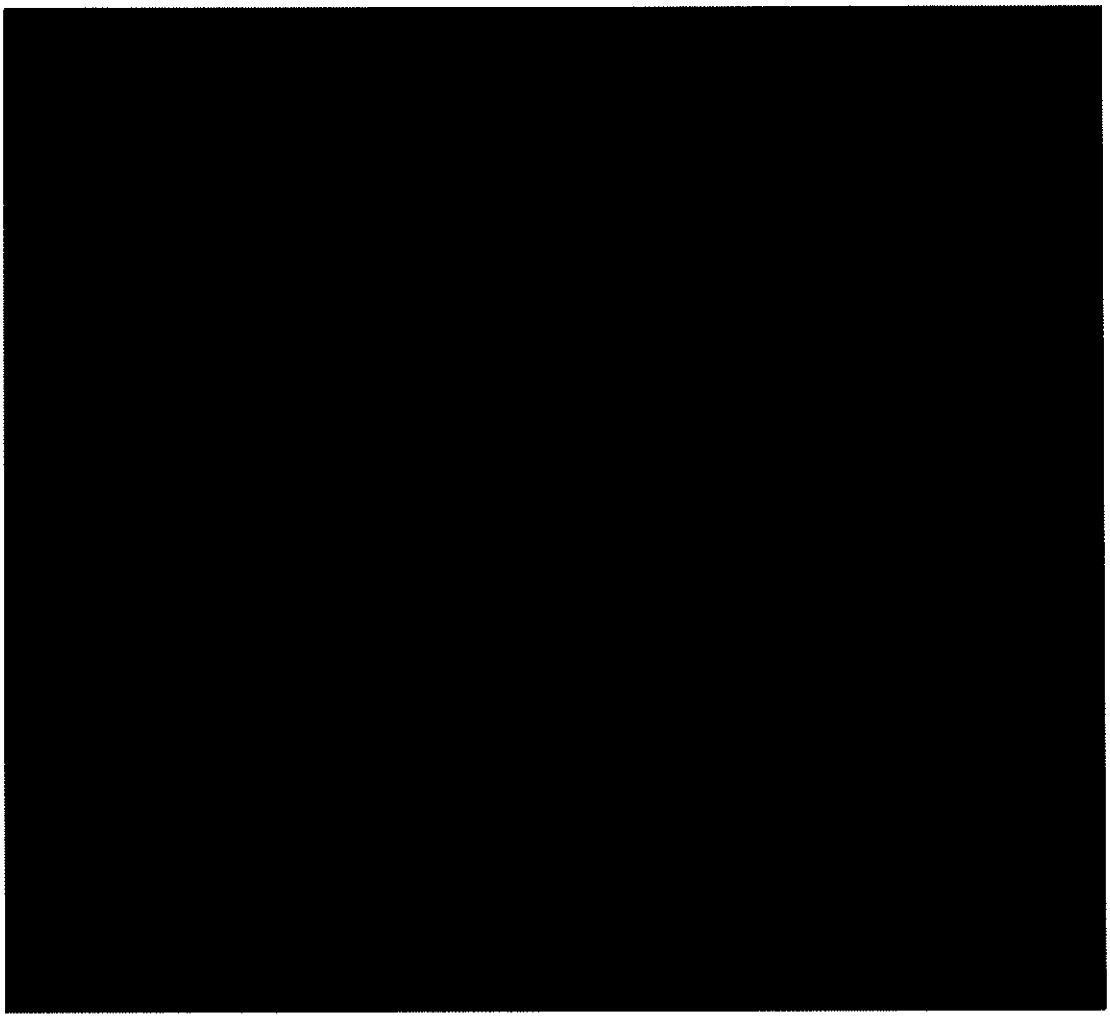


[redacted]

After a court order is drafted and signed by a Judge,

[redacted]

[redacted]



The DRT comes with the following equipment: a two year warranty, four days of on-site training at the Anaheim Police Department, and free software upgrades, for a total of $182,680.00 (refer to attached quote from DRT, Inc. for a complete list):

1. DRT1201B including a Dell 8600 laptop computer
2. DF20C-1
3. DRT/ITK-1A
4. All wires, additional antennas, and necessary accessory kits are included as well.

[redacted]

In conclusion, the DRT receiver would make the Anaheim Police Department a leader in [redacted] throughout the State of California. It will provide investigators the ability to utilize cutting-edge technology to conduct criminal investigations and arrest dangerous fugitives who would have otherwise never been apprehended. Furthermore, it would help reduce the amount of overtime spent on surveillance, reduce the amount of time spent working criminal cases, [redacted]

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Lieutenant Ben Hittesdorf

From: Investigator Chad Meyer

CC: Sgt. Mike Helmick

Date: January 6, 2009

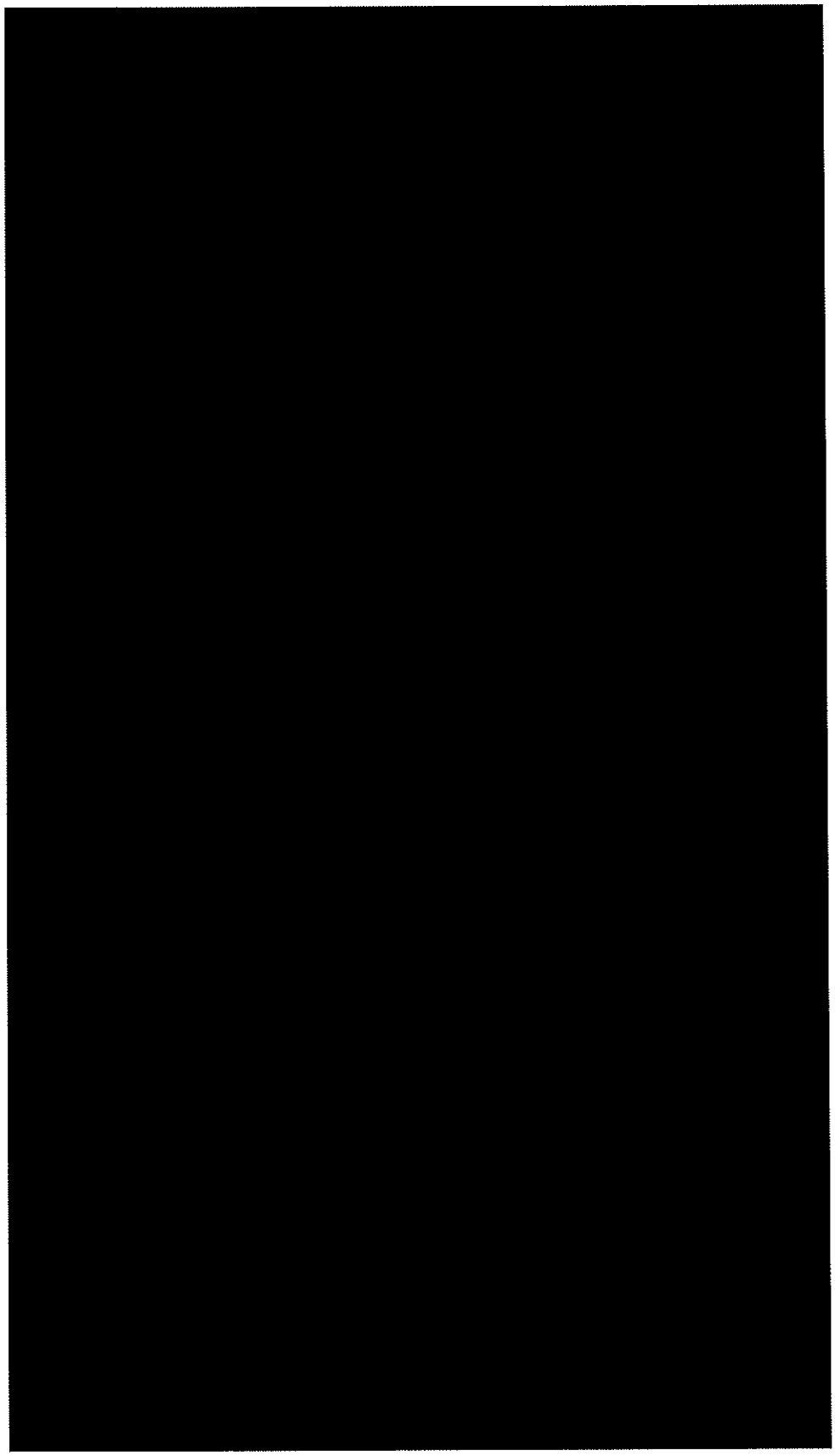
RE: **Digital Receiver Technology (DRT) Justification Memo**

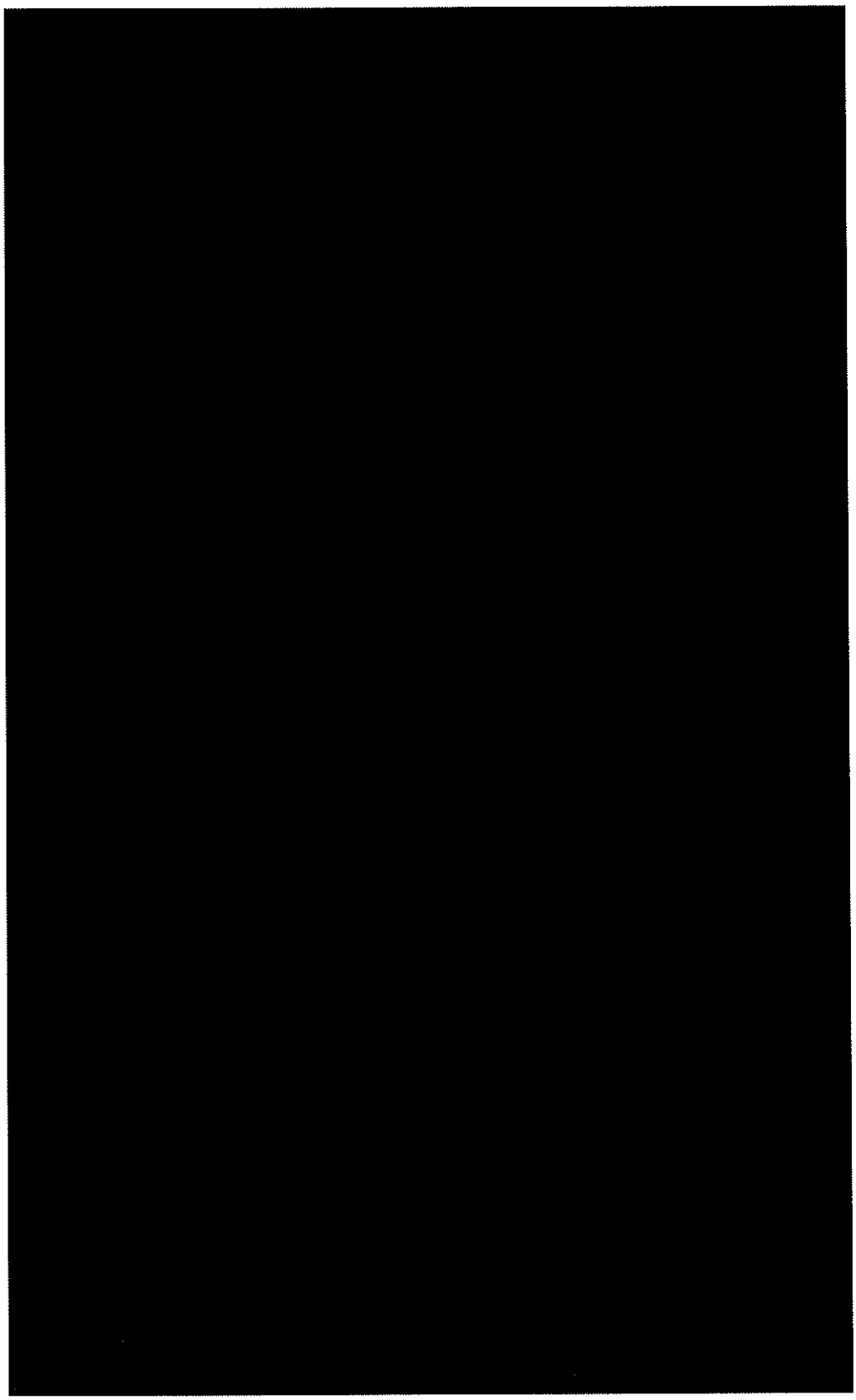
The Anaheim Police Department Crime Task Force conducts complex investigations on a regular basis that often includes utilizing cellular phone technology. CTF Investigators have arrested hundreds of felony suspects ranging from homicide, armed robbery, kidnap, and rape to grand theft, using cellular phone technology. Consequently, CTF Investigators have [redacted]

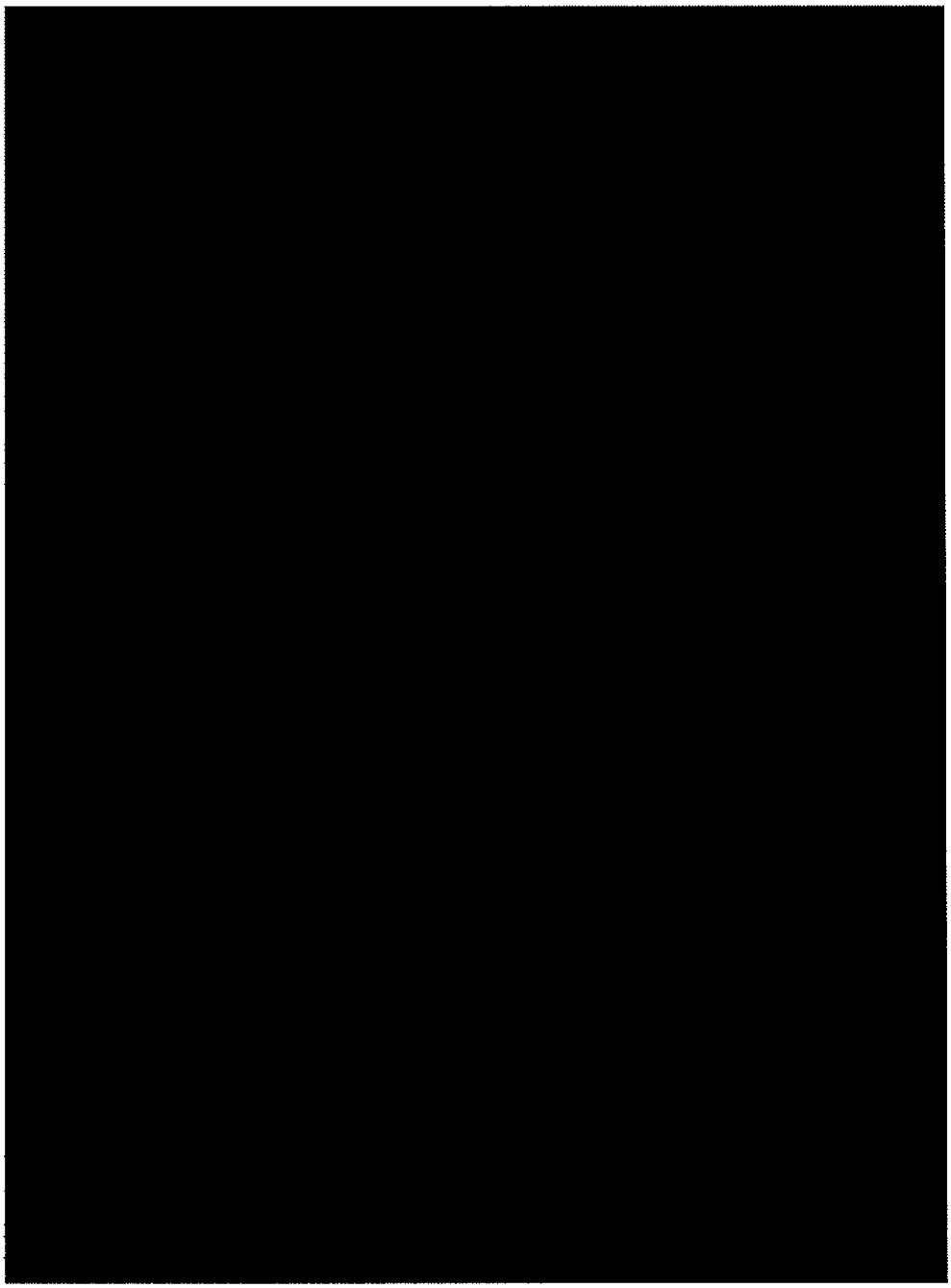
Within the past year, CTF Investigators have gained recognition throughout Orange and Riverside Counties for their expertise in cellular phone technology, and more importantly, their ability to [redacted] apprehend dangerous fugitives. As a result, many local agencies have called upon CTF to assist in their investigations, even when the cases have no nexus to the city of Anaheim. Cases involving cellular phones have risen dramatically in the past two years; [redacted]

During a typical investigation, CTF Investigators write a court order requesting [redacted] Once the order is completed and signed by the Judge, [redacted]

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680







The DRT [redacted] comes with the following equipment, a two year warranty, four days of on-site training at the Anaheim Police Department, and free software upgrades, for a total of $182,680.00 (refer to attached quote from DRT, Inc. for a complete list):

1. DRT1201B [redacted] including a Dell 8600 laptop computer, [redacted]

2. DF20C-1 [redacted]
3. DRT/ITK-1A [redacted]
4. All wires, additional antennas, and necessary accessory kits are included as well.

As cellular technology advances and becomes more complex, DRT continually provides software upgrades to keep its receivers up to date. In approximately two years, DRT will produce its third generation equipment which will accommodate the newest upcoming cellular technologies available. [redacted]

According to DRT, once the third generation hardware is released, they will give us a credit for our second generation machine. For example, DRT estimates the third generation receiver package will cost approximately $250,000.00 or more to purchase brand new. However, DRT will give us credit for our machine, which will allow us to upgrade to the third generation equipment for approximately $70,000.00 - $80,000.00.

The DRT receiver is an invaluable tool that will allow the Anaheim Police Department to utilize cutting-edge technology in order to rapidly [redacted] apprehend dangerous fugitives or [redacted]

In conclusion, the DRT receiver would make an invaluable addition to the Anaheim Police Department because it will allow us to utilize cutting-edge technology to [redacted] apprehend dangerous fugitives. Furthermore, it would help reduce the amount of overtime spent on surveillance, reduce the amount of time spent working cellular phone

cases, [redacted] I believe the DRT receiver will more than pay for itself, and future upgrades, because it would be used on a regular basis to assist any unit within the APD and other agencies around Orange County.

Mark Cyprien

From: Joe Reiss
Sent: Monday, February 02, 2009 3:33 PM
To: Mark Cyprien; Ben Hittesdorf
Cc: Craig Hunter; Chad Meyer
Subject: RE: Cell Phone Technology

Mark.... to answer your questions

1. we already pay for officers to help other agencies and often we are reimbursed by the Feds because they go under the US Marshalls cross designation to hunt the bad guys down.... pls let Santa Ana know we would help out those who ask....

2. the third generation is just something they talk about...we don't have to buy it or use it until our obligations are up with UASI ...then we could upgrade and get the discount.....

There is no tool out there better to track down terrorists then this tool.....

From: Mark Cyprien
Sent: Monday, February 02, 2009 3:24 PM
To: Ben Hittesdorf
Cc: Craig Hunter; Joe Reiss; Chad Meyer
Subject: Cell Phone Technology

I'm researching the Digital Receiver Technology (DRT) under the premise that it will be used by our Intel Unit creating the nexus to terrorism. This would allow UASI funds to be used. Under the Authorized Equipment List (AEL) this device might qualify under the surveillance equipment or GPS guidelines. I few things to consider should we go down this road are as follows:

1. If UASI funds are used, the equipment has to be accessible to the entire Urban Area, which in this case is all of Orange County. After reading Chad Meyer's memo it sounds like this equipment takes specific training. Will Anaheim pay for the costs of the investigator(s) needed if another agency requests the use of the DRT? If purchased, it's not something we would advertise but Santa Ana will be in on the decision process and will know about it upfront. The memo stated many agencies come to Anaheim now for cell phone technology, so our agency might get numerous requests.

2. Chad also indicated in his memo that we would be looking to purchase a second generation DRT. He said third generation DRT technology is a few years away and the company would give us a credit if we turned in the older equipment and upgraded. If UASI funds are used we must keep the equipment purchased until the grant is closed and monitored, which is approximately 5 years. Grants close after 3 years but the monitoring is usually several years later.

I don't know if these issues will cause any problems, but I want to make sure we address them before I go any further.

Thanks,

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Lieutenant B. Hittesdorf

From: Sergeant M. Helmick

CC:

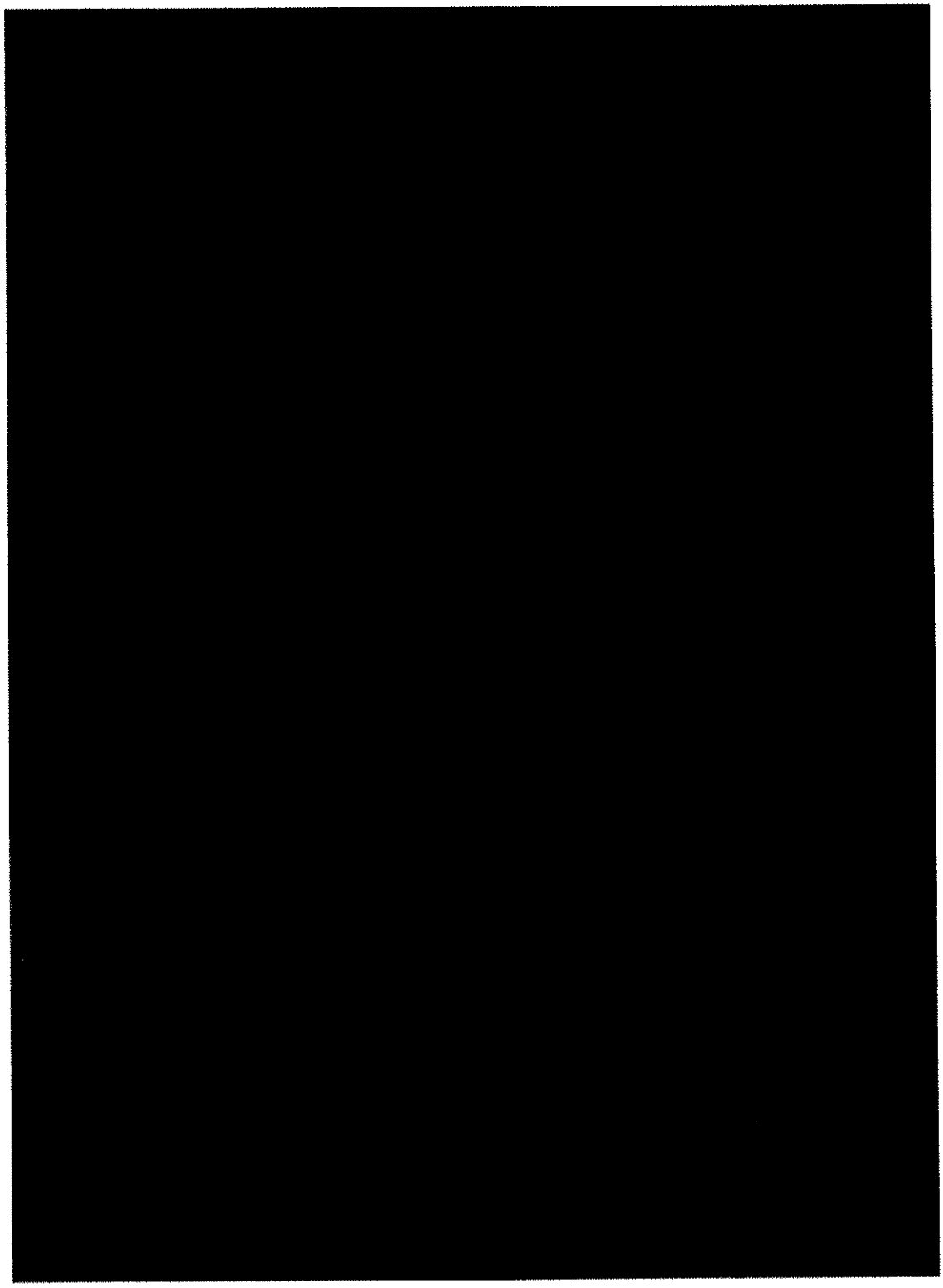
Date: February 6, 2009

RE: **DRT USAGE**

The following is an example of significant incidents where the use of the DRT could have saved hundreds of man-hours and overtime costs. This is not meant to be an exhaustive list since there many similar incidents where use of the device could have saved time and effort.

[redacted]

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680



DRT
Digital ReceiverTechnology, Inc

March 24, 2009

In reply please refer to:
Quotation No. 09T0008

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
001	**DRT1183C-033** [redacted] includes the following items: [redacted] This system will support AC or DC power operations. A laptop will be include with the receiver to [redacted] The receiver also comes with a two year hardware warranty.	1	$182,510.00	$182,510.00
002	**DF280** [redacted]	1	$19,995.00	$19,995.00
003	**DRT9955B-1** [redacted]	1	$16,700.00	$16,700.00
4	**All Formats Training** Consists of the following: One (1) 5 day class session of training at customer's facility in California, all formats the customer is needing instruction and training on, one DRT trainer, expenses for the trainer to travel to and during the training session. Customer will provide equipment such as: [redacted] This training will come at **No Charge** to the customer.	1	**N/C**	**N/C**
			Total Price	**$219,205.00**

Items 001 through 003 will be delivered 120 - 150 days after receipt of order. Items 001 and 002 have yet to be evaluated,tested, and certified by the Federal Communications Commission. Shipping is FOB Destination (CONUS) and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT. This quotation is valid until 30 April 2009.

20250 Century Boulevard, Suite 300 • Germantown, Maryland 20874 • (301) 916-5554 • Fax (301) 916-5787

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher Teabo
Marketing Manager

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5554 · Fax (301) 916-5787

CITY OF ANAHEIM

JUSTIFICATION FOR SOLE SOURCE

(Please fill out completely)

Today's Date: 3/25/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Investigator Chad Meyer Phone # 714-497-5084 Requisition # _____

Description of Item/Service: DRT [redacted] Total Cost: $ NTE: $237,000 * (including tax, delivery, installation)

Requested Supplier: DRT - Digital Receiver Technology, Inc. Date the Product or Service Needed: 04/30/09

Supplier's Contact Person: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

* NTE: $237,000 (at 7.75% Sales Tax Rate) or $239,000 (at 8.75% Sales Tax Rate)

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:_____)***

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #*** Please provide bid date _____)

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of _____ co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary _____

(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase of a DRT [redacted] for multi-agency investigative purposes [redacted] the DRT equipment is similar to equipment used by DOJ, FBI, LAPD, San Bernardino County Sheriff's Department, and the US Marshals office. Please see attached memo.

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: _____ Date 3/25/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer_____ Date_____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(if over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Template: Sole Source Justification Revised: Oct 2007

DRT
Digital ReceiverTechnology, Inc

20250 Century Blvd., Suite 300, Germantown, MD 20874
Phone: (301) 916-5554 x.263 • Fax: (301) 916-5787
Web: www.drti.com • Email: MBeachlev@drti.com

26 March 2009

To: Ryan Tisdale, Anaheim Police Department
From: Christopher Tesbo, Marketing Manager

Re: Sole Sourcing and Pricing

Sole Source Considerations for the DRT Systems:

1. ***The DRT*** [redacted] ***Additional formats and capabilities, such as*** [redacted] ***are in the developmental stage and all software developed over a minimum of two years from delivery is provided to the customer at no charge*. All of these formats can be performed with just one radio.***
2. ***The DRT*** [redacted] ***capabilities include*** [redacted]
3. ***The DRT*** [redacted] ***is designed to be a*** [redacted]
4. ***The DRT*** [redacted] ***is designed to*** [redacted]
5. ***The DRT*** [redacted]
6. [redacted]
7. [redacted]

DRT markets these [redacted] ***to the Intelligence Community, to Federal, State and Local Law Enforcement Agencies, and the Military Branches exclusively. There are no US Representatives for the DRT product line to date; sales are directly conducted between the customer and DRT Management. Shipping is included in the pricing of said receivers.***

Pricing is strictly controlled with our limited customer base.

This pricing is the same for Federal, Military, Intelligence and State & Local Governments.

For further information regarding the DRT systems, training options and extended warranties, please feel free to contact the undersigned.

Christopher Tesbo, Marketing Manager
Digital Receiver Technology, Inc.
301 916 5554 x268
ctesbo@drti.com

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Dave Morgan, City Manager

From: John Welter, Chief of Police

Date: April 6, 2009

RE: **Covert Purchase Request**

The Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The cost of the equipment is $239,000. This is a sole source purchase as there are no current competing technologies, manufactures or suppliers.

APPROVED BY:

John Welter, Chief of Police

Dave Morgan, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680

From: Kerrstyn Vega
Sent: Tuesday, July 21, 2009 9:11 AM
To: Jocelyn Tingley
Subject: DRT & Fireview Status

Hi Jocelyn,

DRT Status: the equipment should be arriving in September and once we receive it, we will pay for it.
Fireview Status: Currently pending direction from the state reference the PB or Liability Insurance. Once we hear from them, we can move forward with the project.

Let me know if you need anything else.

Thanks,

K

Kerrstyn Naretta
Anaheim Police Department
Special Ops- Homeland Security Bureau
ph- 714-765-3846
fax- 714-765-3805
knaretta@anaheim.net

From: Jocelyn Tingley
Sent: Tuesday, July 21, 2009 9:12 AM
To: Kerrstyn Vega
Subject: RE: DRT & Fireview Status

Perfect! Thank you!

Jocelyn Tingley
Homeland Security Division
Santa Ana Police Department
(714) 245-8739

From: Kerrstyn Naretta [mailto:KNaretta@anaheim.net]
Sent: Tuesday, July 21, 2009 9:11 AM
To: Tingley, Jocelyn
Subject: DRT & Fireview Status

Hi Jocelyn,

DRT Status: the equipment should be arriving in September and once we receive it, we will pay for it.
Fireview Status: Currently pending direction from the state reference the PB or Liability Insurance. Once we hear from them, we can move forward with the project.

Let me know if you need anything else.

Thanks,

K

Kerrstyn Naretta
Anaheim Police Department
Special Ops- Homeland Security Bureau
ph- 714-765-3846
fax- 714-765-3805
knaretta@anaheim.net

[illegible]

September 29, 2009

Christopher Teabo, Marketing Manager
Digital Receiver Technology, Inc
20250 Century Blvd, Suite 300
Germantown, MD 20874

Dear Christopher Teabo:

Due to DRT's delay in delivery of the DF280 [redacted] DRT has agreed to deliver to Anaheim the DRT1183C-033 [redacted] the DRT9955B-1 [redacted] and a loaner DF antenna (no charge) for use until the DF280 arrives. The City of Anaheim, from the Urban Area Security Initiative (UASI) 2007 award, agrees to pay for the DRT1183C-033 [redacted] ($182,510) and the DRT9955B-1 ($16,700) upon delivery.

DRT agrees to send the DF280 ($19,995) upon its completion to the City of Anaheim in return for the DF loaner and the last payment of $19,995. DRT also agrees, along with the DF280, to send the City of Anaheim the appropriate CD ROM necessary to access the full capability of the DRT1183C-033 [redacted] (at no charge).

Due to the closure of the Grant, the City of Anaheim expects delivery of the DF280 (800MHz-3GHz [redacted] on or before February, 16 2010.

If you have any questions or concerns, please call me at 714-765-3879.

Sincerely,

Ben Hittesdorf, Lieutenant
Homeland Security Bureau

Shipper # 8140

Box # 2

SHIP LIST CHECK OFF	10/8/2009 14:30					
	DRT Order Reference		902529.00			PR-19809
	DRT 9955B-1 Serial Number		213			
CLIN #	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 3	DRT 9955B-1		213	[redacted]	1	PR-19809
	[redacted]		67		1	Installed in tram
			65		1	Installed in tram
			1011		1	
					1	PR-Incl
					1	
					1	
					6	
					2	
					1	
				DRT 9955B Operations Manual (Draft)	1	
				[redacted]	1	
					1	

Prepared By: L.Bean

QA By: Thea Melton 10-7-09

Shipped By: _____ 10-8-09

DRT Digital Receiver Technology Inc.

DRT Shipper No: 8140

Ship Date: 10/08/2009

DD250:

DRT POC

Aubrey L. Kreipl, Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown, MD 20874
Phone: 301.916.5554 x175 Fax: 301.916.5787

BILL TO

City of Anaheim
425 S. Harbor Blvd
Homeland Security Bureau - Grants Coord.
Anaheim, CA 92805
US

SOLD TO

City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

SHIP TO

City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

Contract Ref No: Letter of Authorization

Our OrderRefNo: 902529.00

Box Line Information:

BoxNmbr	Box Description	Tracking Nmbr	Weight	Packed By
1	DRT1183C, SN 60160	797002744003	98 lbs	TB
2	DRT9955B-1, SN 213	796015151068	54 lbs	LB
3	DF20C, SN 1092 (Loaner Equipment)	796015161116	45 lbs	DB

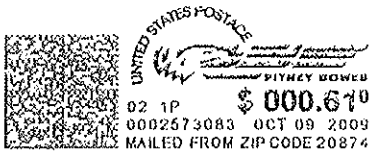
Line Information:

Contract Item No	Qty Shipped	Description
1.0000	1	DRT1183C-033 [redacted]
3.0000	1	DRT9955B-1 NA [redacted]
5.0000	1	DF20C [redacted] (LOANER EQUIPMENT)

Notes: DF20C, SN 1092 to be returned to DRT upon shipment of DF280

If there are any discrepancies with this shipment,
Please notify Aubrey L. Kreipl, Mgr, Order Mgmt
at 301.916.5554 x175

DRT
Digital Receiver Technology, Inc.
20250 Century Blvd., Suite 300
Germantown, MD 20874



City of Anaheim
425 S. Harbor Blvd
Homeland Security Bureau – Grants Coordinator
Anaheim, CA 92805

92805427704

INVOICE

DRT
Digital Receiver Technology, Inc.

DRT POC:
Aubrey Kreipl Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown MD 20874
301.916.5554 x175 Fax: 301.916.5787

Invoice Number: 23184.0
Invoice Date: 10/08/2009
Invoice Total: $216,640.88
Shipper No. Ref.: 8140
DD250 Shipment No.:
Contract Reference No.: Letter of Authorization
DRT Order Reference No.: 902529.00

BILL TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SOLD TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
POC: Ryan Tisdale

SHIP TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
ATTN: Ryan Tisdale

INVOICE TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SHIPMENT TYPE: Partial **SHIPPED VIA:** Fed Ex

Box No.	Description	Weight	Packed By	Tracking No.
1	DRT1183C, SN 50160	98 lbs	TB	797002744003
2	DRT9955B-1, SN 213	54 lbs	LB	796015151068
3	DF20C, SN 1092 (Loaner Equipment)	45 lbs	DB	796015151116

Contract Item No.	Description	ACRN	Qty	Unit Price	Total Price	Taxable
1.0000	DRT1183C-033 [redacted]		1	$182,510.00	$182,510.00	Yes
3.0000	DRT9955B-1 NA 9955B-1 [redacted] North America)		1	$16,700.00	$16,700.00	Yes
6.0000	CA Sales Tax - 8.75%		1	$17,430.88	$17,430.88	

Total For CLINs $216,640.88

TOTAL INVOICE AMOUNT $216,640.88
Terms: on Notification of Shipm

EFT Information:
DRT's TIN: [redacted]
Order Class: DSLG
Bank: Bank of America (Christine Wynimko , 800-699-7188 x 86221)
Routing No.: [redacted]
DRT Account No [redacted]
Database: [DRT6.OrderProd]

SHIP CHECK LIST | 10/8/2009 | Shipper # 8140

DRT Order Reference: 902529.00
Unit Serial Number: 50160 | Box # 1 | PR - 19808

CLIN #	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 1	DRT1183C-033		50160	[redacted]	1	
	[redacted]		17LYRK1		1	
			170		1	
			498		1	
			505, 515, 516		3	
			819, 944, 941		3	
			AJPO9900073		1	
			77		1	
			72		1	
					1	
					1	
					1	
					2	1x in unit, 1x spare
					1	
				Head Phone	1	
				Keychain	1	
				Velcro Strap, Cable Stress Relief	2	
				AC Retaining Clip (Spare)	1	
				Hex Tool, Spare	1	
				Mouse Pad	1	
				[redacted]	1	
					1	
					1	
					2	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
	n/a		5.1.0	SW CD	1	
	[redacted]			OEM Window XP Professional License	1	
				DRT Software Manual	1	
				DRT1183C Manual	1	
			48	I/O Board		

Prepared By: Tony Brown

QA Test By: [signature]

Packed By: _____

Shipper # 814.0

Box # 3

SHIP LIST CHECK OFF	10/8/2009 0:00					
	DRT Order Reference		902529			PR: 20506
	Antenna Serial Number		1092			
CLIN #	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 5.00	[redacted]	DF-20C-1	1092	DF-20C [redacted]	1	
					1	
					1	
					1	
	n/a			DF Manual [redacted]	1	
	[redacted]				1	
	n/a				4	
	n/a				9	
	n/a				4	
	n/a				4	
	n/a				1	
	n/a				1	
	n/a				1	

Prepared By: DAWN BHOLA 10-8-09

QA By: 10/8/09

Shipped By: _____

UASI HOMELAND SECURITY GRANT- Inventory

DRT

Sub-Recipient	*Address*	*Equipment Date of Receipt*	*Point of Contact (P.O.C.)*	*Phone # / E-Mail*
Anaheim Police Department- Crime Task Force	*425 S Harbor Blvd Anaheim, CA 92805*	*10/3/2009*	*Chad Meyer*	714-497-5084 cmeyer@anaheim.net
Grant Office	Address	Inspected By:	Phone #	E-Mail

Date Printed Name Signature

Equipment Description:	Source of Property:		Loction of Equipment:	Monitoring Visit Due Date:	Project:	Comments:
DRT	Digital Receiver Technology		[redacted]	10/3/2011	7742-Intel/Early Warning	
Equipment Use:	**Acquisition Date:**	**Cost of Item:**	**Disposition:**	**Grant Year:**	**EHP:**	
	10/3/2009	$219,205.00		2007	Yes No	

Product	Model #	Part #	AEL #	Serial #	Barcode #	Location
[redacted]	CLIN 1	DRT1183C-033		50160	AHSB-806835	[redacted]
	CLIN 1	[redacted]		17LYRK1	AHSB-806834	
	CLIN 1			170	N/A-Unable to Barcode	
	CLIN 1			498	N/A-Unable to Barcode	
	CLIN 1			505	N/A-Unable to Barcode	
	CLIN 1			515	N/A-Unable to Barcode	
	CLIN 1			516	N/A-Unable to Barcode	
	CLIN 1			819	N/A-Unable to Barcode	
	CLIN 1			944	N/A-Unable to Barcode	

Product	Model #	Part #	AEL #	Serial #	Barcode #	Location
[redacted]	CLIN 1	[redacted]		941	N/A-Unable to Barcode	[redacted]
	CLIN 1			AJPO9900073	N/A-Unable to Barcode	
	CLIN 1			77	N/A-Unable to Barcode	
	CLIN 1			72	N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
Head Phone	CLIN 1	170-00017			N/A-Unable to Barcode	
Keychain	CLIN 1	171-00005			N/A-Unable to Barcode	
Velcro Strap, Cable Stress Relief	CLIN 1	172-00060			N/A-Unable to Barcode	
Velcro Strap, Cable Stress Relief	CLIN 1	172-00060			N/A-Unable to Barcode	

Product	Model #	Part #	AEL #	Serial #	Barcode #	Location
AC Retaining Clip (Spare)	CLIN 1	361-00261			N/A-Unable to Barcode	[redacted]
Hex Tool, Spare	CLIN 1	425-01844-001			N/A-Unable to Barcode	
Mouse Pad	CLIN 1	425-00706			N/A-Unable to Barcode	
[redacted]	CLIN 1	[redacted]			N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	
	CLIN 1				N/A-Unable to Barcode	

Product	Model #	Part #	AEL #	Serial #	Barcode #	Location
[redacted]	CLIN 1	[redacted]			N/A-Unable to Barcode	[redacted]
	CLIN 1				N/A-Unable to Barcode	
[redacted] SW CD	CLIN 1	N/A		5.1.0	N/A-Unable to Barcode	
OEM Window XP Professional License	CLIN 1	805-00301			N/A-Unable to Barcode	
DRT Software Manual	CLIN 1	434-00021			N/A-Unable to Barcode	
DRT1183C Manual	CLIN 1	434-00131			N/A-Unable to Barcode	
[redacted]	CLIN 1	[redacted]		48	N/A-Unable to Barcode	
	CLIN 3			213	AHSB-806832	
	CLIN 3			67	N/A-Unable to Barcode	
	CLIN 3			65	N/A-Unable to Barcode	
	CLIN 3			1011	AHSB-806833	
	CLIN 3				N/A-Unable to Barcode	
	CLIN 3				N/A-Unable to Barcode	
	CLIN 3				N/A-Unable to Barcode	
	CLIN 3				N/A-Unable to Barcode	
	CLIN 3				N/A-Unable to Barcode	
DRT 9955B [redacted] Operations Manual	CLIN 3	N/A			N/A-Unable to Barcode	
[redacted]	CLIN 3	[redacted]			N/A-Unable to Barcode	
	CLIN 3				N/A-Unable to Barcode	

1506110

REQUEST FOR CHECK FORM

10-12-2009
DATE

PAYEE Digital Receiver Technology, Inc
20250 Century Blvd, Suite 300
Germantown, MD 20874

AMOUNT $ 216,640.88 DATE REQUIRED 10/20/09 - ASAP

REQUESTED BY Kerstyn Naretta

AUTHORITY FY09/10 - UASI

SCANNED
DOC TYPE CAR
DOC ID
PAYDATE 10/16/09

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)
1	214	311	7314	29	13105					216,640 88
2										
3										
4										
5										
6										
7										

RECEIVED
OCT 13 2009
ACCOUNTING

DESCRIPTION Payment for DRT Equipment purchased with 2007 UASI funds.
This is a partial payment, remaining items will be paid upon receipt.

Approved
Attached

☐ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: MAIL NO:

ATTENTION:

☒ CALL Kerstyn Naretta ON EXT. 3846 WHEN CHECK IS READY

AUTHORIZED SIGNATURE

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

Page 1 Of 1

CITY OF ANAHEIM

000000001 089

CHECK DATE: 10/19/2009 VENDOR: Z000000[illegible]01 NAME: DIGITAL RECEIVER TECHNOLOGY INC

1562089

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	PURCHASE ORDER NO.	AMOUNT
1506110	10/12/2009	PMT FOR DRT EQUIP PURCHASE WI		216,640.88

Page TOTAL: 216,640.88
216,640.88

Vendor: Z0000000001

DO NOT CASH THIS CHECK UNLESS THE PAYEE'S KEY BOOK KEY DOES NOT AGREE WITH THE KEY ON THE CHECK. THIS CHECK IS PRINTED ON SPECIAL PAPER. FEATURES INCLUDE A VOID PANTOGRAPH, AN ARTIFICIAL WATERMARK AND AN ULTRAVIOLET FIBER. HOLD AT AN ANGLE TO VIEW WATERMARK.

TO THE TREASURER
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

ACCOUNTS PAYABLE ACCOUNT
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

1562089

DATE
10-19-2009

THE SUM OF

AMOUNT
$******216,640.88

56-382
412

Two Hundred Sixteen Thousand Six Hundred Forty And 88/100 Dollars

VOID 180 DAYS
AFTER DATE OF ISSUE

PAY TO THE ORDER OF

DIGITAL RECEIVER TECHNOLOGY INC
20250 CENTURY BLVD SUITE 300
GERMAN TOWN, MD 20874

MAYOR

CITY TREASURER

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

A0177

[illegible]

Anaheim Police Department • Santa Ana Police Department
60 Civic Center Plaza Santa Ana, CA 92701• Office (714) 245-8739

October 14, 2009

Cameron Bardwell, Program Representative
California Emergency Management Agency
Homeland Security Grants Division
3650 Schriever Avenue
Mather, CA 95655

Project Title: Intel / Early Warning- (Project D) Digital Receiver Technology (DRT)
Project Budget: $239,000

AEL No. 04AP-02-DGPS - Devices, Global Positioning System (GPS), 04HW-02-RFID – Devices, Radio Frequency Identification.

Dear Ms. Bardwell,

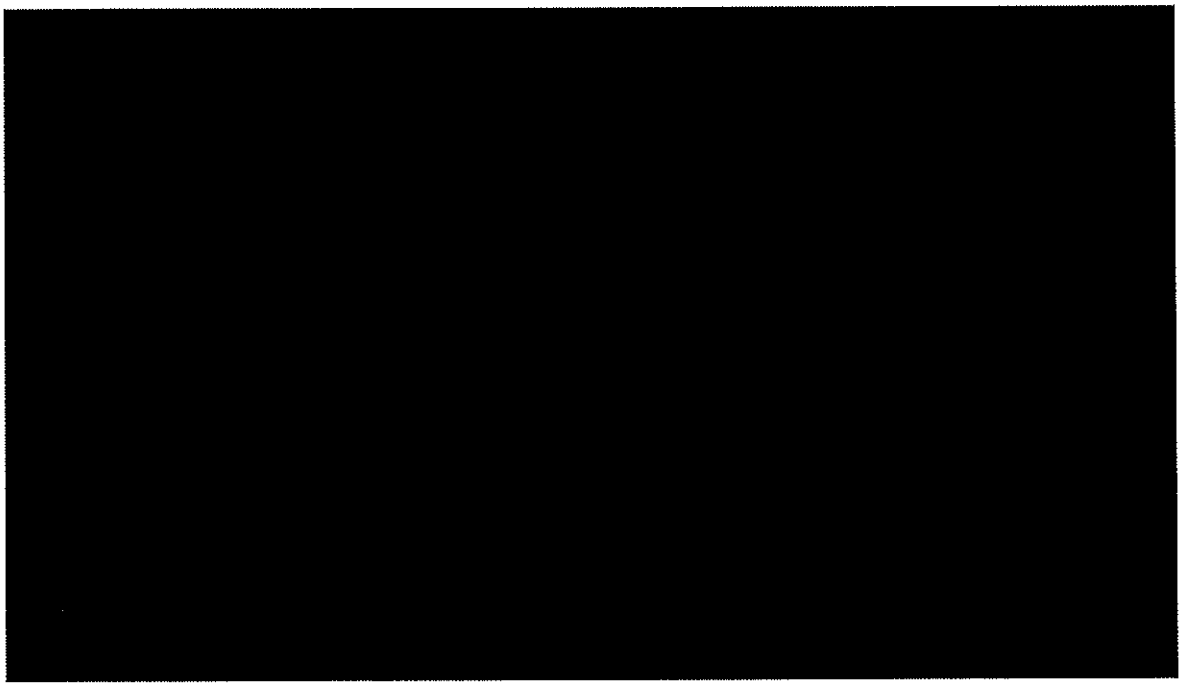
Attached is the Environmental and Historical Preservation screening memo for the Digital Receiver Technology (DRT). This project includes; [redacted]

The Digital Receiver Technology (DRT) is an invaluable tool that will allow the Anaheim Police Department Intelligence Unit to utilize cutting-edge technology in order to [redacted] apprehend dangerous terrorists or [redacted] persons of interest who may pose a threat to national security.

[redacted]

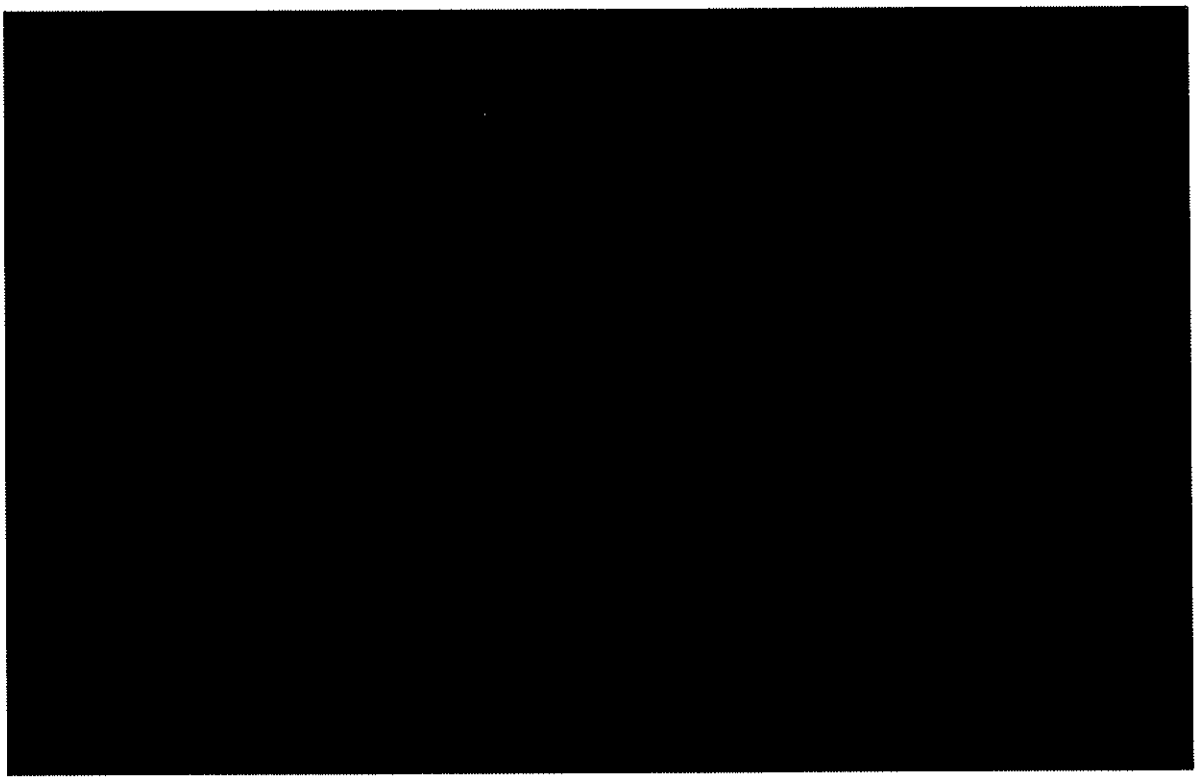
The project manager for this project is Inv. Ryan Tisdale. He can be reached at 714-765-3838 or by email at rtisdale@anaheim.net

Ben Hittesdorf
Lieutenant
Anaheim Police Department



Applicant Name: Urban Area Security Initiative (UASI)
Grant Program: Intel / Early Warning - DRT
Grant Number: 2007-008

Digital Receiver Technology (DRT)
There is no ground disturbance related to this project.
Photo: Device installed



Applicant Name: Urban Area Security Initiative (UASI)
Grant Program: Intel / Early Warning - DRT
Grant Number: 2007-008

Digital Receiver Technology (DRT) [redacted]
There is no ground disturbance related to this project.
Photo: Location of Device



Applicant Name: Urban Area Security Initiative (UASI)
Grant Program: Intel / Early Warning - DRT
Grant Number: 2007-008

Digital Receiver Technology (DRT) [redacted]
There is no ground disturbance related to this project.
Photo: [redacted] DRT [redacted]

ENVIRONMENTAL and HISTORIC PRESERVATION SCREENING MEMO (EHPSM)

This memo should be attached *to all project information sent to the Grant Programs Directorate (GPD) for an environmental and historic preservation (EHP) regulatory compliance review. Please complete sections A – D of this memo, as applicable. When questions are not applicable to the project, please leave the field blank. This memo is intended to be completed electronically. Please contact GPD-EHP for a version of this memo that is suitable for printing and completing by hand.*

A. PROJECT INFORMATION

Grant Program Name: Urban Area Security Initiative (UASI) Grant Award Number: 2007-008

Project Type (*Check all that apply):*

- ☐ Physical security enhancements (i.e., installation of fencing, cameras, TWIC readers, bollards, motion detection systems, x-ray machines, lighting, etc.)
- ☐ New installation/construction/renovation (i.e., emergency operations centers, docks, piers, security guard buildings, etc.)
- ☐ Renovations/upgrades/modifications to structures 50 years old or older
- ☐ Communication towers, related equipment, and equipment shelters
- ☐ Other ground disturbing activities (i.e., trenching, excavation, etc.)
- ☐ Training and exercises
- ☒ Purchase of equipment (specify) Digital Receiver Technology (DRT), Cost $238,385.44, AEL# 13LE-00-SURV, 04AP-02-DGPS
- ☐ Other (specify) _____

Grantee Name: Anaheim / Santa Ana

State: CA County: Orang County Agency: Anaheim Police Department Subgrantee: Anaheim PD

Project Title: Intel Early Warning (Project D) / DRT

Fiscal Year: 2007

B. PROJECT DESCRIPTION/LOCATION *(The following information will be required in order to complete a review for each project type. If multiple "project types" describe the same project, [i.e., physical security enhancements AND renovations of structures 50 years old or older AND other ground disturbing activities], it is not necessary to repeat information; please make a note to refer back to the previous entry.)*

Project Type: ☐ Physical security enhancements (i.e., installation of fencing, cameras, TWIC readers, bollards, motion detection systems, x-ray machines, lighting, etc.)

Project Location (*physical project address or latitude/longitude of project location*): _____

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

Will ground disturbance be required? ☐ Yes ☐ No

If yes, please give total extent (*depth, length, and width*) _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed*): _____

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: _____

Project Type: ☐ New installation/construction/renovation (i.e., emergency operations centers, docks, piers, security guard buildings, etc.)

Project Location (*physical project address or latitude/longitude of project location*): _____

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

Will ground disturbance be required? ☐ Yes ☐ No

If yes, please give total extent (*depth and length*): _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed*): _____

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: _____

Project Type: ☐ Renovations/upgrades/modifications to structures 50 years old or older

Project Location (*physical project address or latitude/longitude of project location*): _____

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

Will ground disturbance be required? ☐ Yes ☐ No

If yes, please give total extent (*depth and length*): _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed*): _____

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: _____

Project Type: ☐ Communication towers, related equipment, and equipment shelters

Project Location (*physical project address or latitude/longitude of project location*): _____

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

Please state the total height (in ft.) of the tower or structure, including any antennae to be mounted: _____

If the proposed tower height is greater than 199 feet above ground level, please state why this is needed to meet the requirements of the project: _____

Will the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

If guy wires are required, please state how many: _____

Please state why a guyed tower is needed to meet the requirements of this project: _____

Has an FCC license been obtained for this tower? ☐ Yes ☐ No License #: _____

If yes, please attach all relevant environmental documentation submitted as part of the licensing process, including use of the Tower Construction Notification System (TCNS), if applicable.

Will ground disturbance be required? ☐ Yes ☐ No

If yes, please give total extent (*depth and length*): _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed)*: _____

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: _____

Project Type: ☐ Other ground disturbing activities (i.e., trenching, excavation, etc.)

Project Location (*physical project address or latitude/longitude of project location*): _____

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

What type of ground disturbance is needed and why (*i.e., utility trenching, etc.*)? _____

Please give the total extent of ground disturbance required (*depth and length*): _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed)*: _____

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: _____

Project Type: ☐ Training and exercises

Project Location (*physical project address or latitude/longitude of project location*): _____

Is the training field-based or classroom-based? ☐ Field-based ☐ Classroom-based

Will field-based training take place at an approved facility (i.e. existing facilities, with established and approved procedures, and that conform with existing land use designations)? ☐ Yes ☐ No

If training is classroom-based or taking place at an approved facility, no further information is required. If field-based and not at a previously approved facility, please provide the following:

Color site photos and other visual documentation (i.e., maps, technical drawings) attached? ☐ Yes ☐ No

Will ground disturbance be required to prepare the training site? ☐ Yes ☐ No

If yes, please give total extent (*depth and length*): _____

Has the ground been previously disturbed? ☐ Yes ☐ No

Please describe previous ground disturbing activities (e.g., parking lot, farming, commercial development, etc.): _____

Will any equipment or structures need to be installed to facilitate training? ☐ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed*): _____

Please describe the scope of the proposed training (purpose, frequency, facilities/location needed, materials and equipment needed, number of participants, and type of activities required) (*Attach additional pages, if needed*): _____

Does the training exercise differ in any way (frequency, amount of facilities/land used, materials or equipment used, number of participants, type of activities, etc.) from previously approved, permitted training exercises and training practices? ☐ Yes ☐ No

If yes, please explain any differences, and the reason for them, in detail (*Attach additional pages, if needed*): _____

Project Type: ☒ **Purchase of equipment (specify)** Digital Receiver Technology (DRT), Total Cost $238,385.44, AEL# 13LE-00-SURV ($39,905.81), 04AP-02-DGPS ($198,479.63)

Will any equipment need to be installed? ☒ Yes ☐ No

If yes, please explain how and where this is proposed to be done (*please include site-specific photographs, and attach additional pages, if needed*): Equipment installed via DRT [redacted]

Please state the date of construction of the building(s) or structure(s) (e.g., bridge) involved in the proposed project: [redacted]

Project Type: ☐ **Other (specify)** _____

Please provide a detailed project description, including where the project is proposed to take place, what steps it will consist of, and how its goals are proposed to be accomplished (*Attach additional pages, if needed*): _____

C. CONSIDERATION OF RESOURCE IMPACTS

The EHP review process will be greatly facilitated by comprehensive and detailed answers in this section. When completing this section, please state a specific reason [i.e., "there will be no impacts to geology and soils because this project will not involve any ground disturbance"] and cite a source [i.e., local master plan, previous environmental assessment, correspondence with US Fish and Wildlife Service, correspondence with State Historic Preservation Office, FEMA Floodplain Insurance Rate Map (FIRM), etc.] to support a response of "no impact" or "potential to impact."

Identify potential impacts to the following resources	No Impact	Potential to Impact	Reason/ Data Source/Agency

Noise	X		**There will be no impacts to noise because this project will not involve any source of noise.**
Air quality	X		**There will be no impacts to air quality because this project will not involve any source of emissions into the air**
Water resources, including surface water, groundwater, wetlands, coastal areas, and floodplains	X		**There will be no impacts to water sources because this project will not involve any direct or indirect contact with water or watersheds**
Geology and soil resources, including prime and unique farmlands and hydric soils	X		**There will be no impacts to geology or soils because this project will not involve any movement or disturbance of soils or ground.**
Biological resources, including general vegetation, wildlife, wildlife habitat, migratory birds, and wetland habitat	X		**There will be no impacts to biological resources because this project will not involve any movement or disturbance of vegetation or wildlife.**
Threatened and endangered species and critical habitat	X		**There will be no impacts to threatened or endangered species because this project will not involve any direct or indirect contact with threatened or endangered species.**
Cultural resources, including architectural resources, archaeological resources, and Traditional Cultural Properties	X		**There will be on impacts to cultural resources because this project will be limited to** [redacted]
Buildings or structures 50 years old or older	X		**There will be no impacts to building or structures 50 years or older because this project will be limited to** [redacted]
Socioeconomic resources, including economic development, demographics, and demand for housing and public services	X		**There will be no impacts to socioeconomic resources because this project will be limited to** [redacted]
Environmental justice	X		**There will be no impacts to environmental justice because this project will be limited to** [redacted]
Aesthetics and visual resources	X		**There will be no impacts to aesthetics and visual resources because this project will be limited to** [redacted]
Human health and safety	X		**There will be no impacts to human health and safety because this project will be limited to** [redacted]

Infrastructure, utilities, transportation and waste mgt.	X		**There will be no impacts to infrastructure, utilities, transportation and waste mgt. because this project will be limited to [redacted] trained personnel.**
Land use planning and zoning	X		**There will be no impacts to land use planning and zoning because this project does not involve land, open space, zoning or built infrastructure.**
Hazardous waste/ contamination	X		**There will be no impacts to hazardous waste/ contamination because this project consisting of DRT device, [redacted] will be recycled, reused or disposed of following standard practices for waste management of electronics equipment at the end of the lifetime of this equipment.**
Community facilities and services	X		**There will be no impacts to community facilities and services because this project will not involve any direct or indirect negative impact upon facilities or services.**

D. OTHER INFORMATION (*Please answer the following questions/provide requested information.*)

Are personnel preparing this form familiar with the site? ☒ Yes ☐ No

Did personnel visit site? ☒ Yes ☐ No

Is the project part of an approved plan such as a Master Plan or an Implementation Plan or any larger action with an accompanying National Environmental Policy Act (NEPA) document? ☐ Yes ☒ No (*If yes, give the plan name, and please include a copy of the NEPA document*)

Is the project still consistent with the approved plan? ☐ Yes ☐ No

(If no, additional EHP compliance requirements may apply.)

Is the environmental document accurate and up-to-date? ☐ Yes ☐ No

(If no, additional EHP compliance requirements may apply.)

What was the decision of the NEPA document? (*Check one, and please attach)*:

☐ Finding of No Significant Impact (FONSI) OR

☐ Record of Decision (ROD)

Date approved .....

DRT

You are cordially invited to attend Digital Receiver Technology, Inc.'s

6th Annual Technical Symposium

Tuesday, the 17th of November, 2009

PROGRAM

7.30a	Registration	
7.30a - 10.00a	Continental Breakfast	
8.00a - 4.30p	Product Demonstrations	
8.45a - 4.00p	Presentations:	
	· Welcome - Acie Vickers	
	· DF, Tracking and Geolocation - Ground and Air Platforms	
	· Push-to-Talk Intercept - Advanced Processing Approaches	
	· Exploitation of 3G Data Services - Passive and Active Techniques	
	· Tactical Software Defined Radio - Handheld and Battery-Powered Technologies	
9.15a - 4.30p	Training:	
	· SGPR-II	Hands-On Operation
	· 1201B vs 1201C	Hands-On Comparison
	· DF100 & DF240	Hands-On DF Operations
	· 1201B vs 1183C	Hands-On Comparison
	Classes run simultaneously throughout the day.	
11.30a - 2.30p	Lunch	
12.30p - 3.30p	Ice Cream Sundae Bar & Refreshments	
4.30p	Conclusion of Symposium	

RSVP to **Ruth Keyser** at: **301.944.9498** or **rkeyser@drti.com.** Please state your name, organization, phone number and whether you will join us for breakfast and/or lunch.

HOTEL INFORMATION & RESERVATIONS

Hilton Washington DC North/Gaithersburg
620 Perry Parkway
Gaithersburg, Maryland 20877
P 301.977.8900
F 301.869.8597

Symposium guests are responsible for making their own hotel room reservations. DRT has reserved a block of 80 rooms for the night of November 16th, and 45 rooms for the night of November 17th. Ask for the Reservations Department at: 301.977.8900, and request the IUM (DRT) block of rooms. Guests checking out prior to the reserved checkout date will be charged a $50 early departure fee. To avoid this fee, advise the hotel before or at check in.

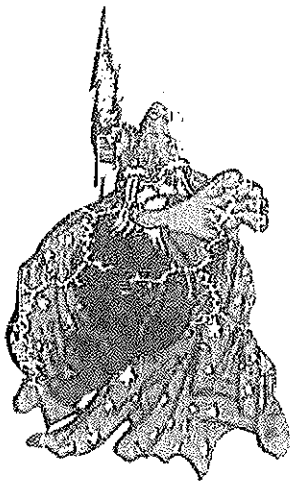
You may also reserve your room online at:
www.hilton.com/en/hi/groups/personalized/GAIGHHF-IUM-20091116/index.jhtml

Rooms must be booked by November 9th, 2009.

DIRECTIONS

Northbound from I-270:
- I-270 North Frederick to Exit 11 (MD-124 Montgomery Village Ave)
- RIGHT at 2nd light onto MD-355 South (Frederick Ave)
- RIGHT at 1st light onto Perry Parkway
- Hilton approximately 1/8 mile on RIGHT

Southbound from I-270:
- I-270 South Washington to Exit 11 (MD-124 Montgomery Village Ave)
- LEFT at light heading East on Montgomery Village Ave
- RIGHT at 2nd light onto MD-355 South (Frederick Ave)
- RIGHT at 1st light onto Perry Parkway
- Hilton approximately 1/8 mile on RIGHT



You are cordially invited to attend Digital Receiver Technology, Inc.'s

3rd Annual

Federal, State and Local Law Enforcement Roundtable Forum

Wednesday, the 18th of November, 2009
at DRT
20250 Century Boulevard, Suite 300
Germantown, Maryland 20874

PROGRAM

8.00a	Registration
8.00a - 9.00a	Continental Breakfast
9.00a - 9.10a	Introductions
9.10a - 10.30a:	Morning Discussion Topic:
	· *Hand-Held Units, Simplified Configuration, 3rd Generation Hardware, Title 3 and FCC Software*
10.30a - 10.45a	Morning Break
10.45a - 12.00n	Continue Morning Discussion Topic
12.00n - 1.00p	Working Lunch
1.00p - 2.30p	Afternoon Discussion Topic:
	· *Customer Operation/Application History*
2.30p - 2.45p	Afternoon Break
2.45p - 3.50p	Recommendations For Product Improvement
3.50p - 4.00p	Closing Remarks

DIRECTIONS

Northbound from I-270:

- I-270 North Frederick to Exit 15B (MD-118 S/Germantown Rd.)
- RIGHT at 2nd light onto Aircraft Dr.
- RIGHT at 1st light onto Century Blvd.
- DRT is approximately 1/2 mile on LEFT (Red DRT sign on building)

Southbound from I-270:

- I-270 South Washington to Exit 15B (MD-118 S/Germantown Rd.)
  RIGHT at 1st light onto Aircraft Dr.
- RIGHT at 1st light onto Century Blvd.
- DRT is approximately 1/2 mile on LEFT (Red DRT sign on building)

RSVP
by October 31, 2009:

Chris Teabo (State & Local):
301.916.5554 ext. 268
cteabo@drti.com

Travis Rogers (Federal):
301.916.5554 ext. 399
trogers@drti.com

Jack Hannold (DHS):
301.916.5554 ext. 212
jhannold@drti.com

DRT
Digital ReceiverTechnology, Inc

February 12, 2010
Reference: 10T0009

ATTN: Contracting Officer

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
01	DRT1000C/WPM3A [redacted]	2	$20,985.00	$41,970.00
			Total	$41,970.00

Item 001 will be delivered 150 - 180 days after receipt of order. Shipping is FOB Origin – Freight Prepaid and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT This quotation is valid until 31 March 2010.

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher D. Teabo
Manager, State and Local Law Enforcement
301-944-9268
cteabvo@drti.com

FY08 Anaheim/Santa Ana UASI
Request for Project Modification

Grant / Year:	Urban Areas Security Initiative (UASI) - 2008
Project:	Intel/Early Warning - DRT
Agency/Jurisdiction:	Anaheim Police Department

Type of Modification:	☐ **Time:**	*Amount of Time Requested*	☒ **Funding:**	*Amount of Funding Requested* **$41,970.00**

Description of Modification:

Enter a summary description of the project modification:

This device is a [redacted] for the DRT device that will allow our current DRT the ability to [redacted]

Sub-Recipient Representative Signature Agent authorized to apply for and accept award on behalf of agency/jurisdiction	
Signature:	
Name:	Bryan Santy
Title:	Sergeant
Address:	8201 E. Santa Ana Canyon Rd
City:	Anaheim, CA
Zip Code:	92808
Office Phone:	(714) 765-3833
Cell Phone:	
Fax:	Anaheim, CA
E-mail:	bsanty@anaheim.net

Project Modification Reviewed By:		
UASI Representative:	Santa Ana	Anaheim
Signature:		
Name:	Ken Gominsky	Ben Hittesdorf
Title:	Commander	Lieutenant
Address:	60 Civic Center Plaza	8201 E. Santa Ana Canyon Rd.
City, State	Santa Ana, CA	Anaheim, CA
Zip Code:	92792	92808
Office Phone:	(714) 245-8722	(714) 765-3879
Cell Phone:	[redacted]	
Fax:	(714) 245-8098	(714) 765-3805
E-mail:	kgominski@santa-ana.org	bhittesdorf@anaheim.net

Recommended for Approval:	☒ Yes	☐ No

Funding / Time Approved:	
Funding approved in an amount not to exceed:	$41,970.00
Time Extension approved:	

Anaheim/Santa Ana UASI Authorized Representative	
Signature:	
Name:	Ben Hittesdorf
Title:	Lieutenant
Address:	8201 E. Santa Ana Canyon Rd.
City, State:	Anaheim, CA
Zip Code:	92808
Office Phone:	(714) 765-3879
Fax:	(714) 765-3805
E-mail:	bhittesdorf@anaheim.net

GOVERNOR'S OFFICE OF HOMELAND SECURITY

Request for Project Extension
Rev. 10/16/08

Homeland Security Grant Program FY: 2007 Grant Number: 2007-0008 FIPS# 059-95010

PROJECT EXTENSION REQUEST

Submitted by: Lt. Ben Hittesdorf **Date: 3/1/2010**

Project #: D

Project Title: Intel / Early Warning - Digital Receiver Technology (DRT)

Total Amount Allocated: $239,000

Amount Expended: $216,640.88

Original Performance Deadline: March 31, 2010

Requested Performance Extension Deadline: May 31, 2010

1) **Describe the details of the project:**

The Digital Receiver Technology (DRT) is an invaluable tool that will allow the Anaheim Police Department Intelligence Unit to utilize cutting-edge technology in order to [redacted] apprehend dangerous terrorists or [redacted] persons of interest who may pose a threat to national security.

[redacted]

2) **What is the current status of the project?**

The project is waiting on the shipping of the DF280 [redacted]

The development of this antenna ran into delays in production at DRT. DRT issued Anaheim PD a loaner antenna free of charge until the above stated antenna arrives. A DRT representative has advised the device is ready, and is scheduled to be shipped out and received prior to the end of March.

3) Please provide a timeline as to how you will meet the new requested performance date:

A DRT representative has advised the device is ready, and is scheduled to be shipped out and received prior to the end of March. The City of Anaheim will then pay in full and reimbursement from the City of Santa Ana will be requested by April 1, 2010.

4) How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?

There were no errors in the original timeline; this was a production issue on the side of the manufacture. They were unable to deliver on the date specified. They realized this and gave Anaheim PD a loaner unit so our device is operational while we are awaiting our antenna.

5) How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?

Written documentation from the manufacture will have to be implemented to insure specific dates are met regarding the procurement of equipment under development by different corporations.

6)List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
DRT 1183C-033 [redacted] Equipment, Law Enforcement Surveillance (RECEIVED)	$198,479.63	13LE-00-SURV
DF280 [redacted] / Device, Global Positioning System (GPS)	$21,744.56	04AP-02-DGPS
DRT9955B-1 [redacted] / Equipment, Law Enforcement Surveillance (RECEIVED)	$18,161.25	13LE-00-SURV

7) Board Approval: Staff Report for Board, or date it will be approved by board?
Not applicable, once equipment is shipped to Anaheim, it will be paid for in full. Reimbursement will then be sought from the State via the Sub Grantee (Santa Ana).

Please attach an EOC, RTTAC/JRIC, Aviation, or Watercraft Request form if applicable.

Shipper # 8828

Box # 1

SHIP LIST CHECK OFF 3/23/2010 0:00

DRT Order Reference: 902529

DF280A Serial Number: 106

CLIN#	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 2.00	DF280A-V2		106	[redacted]F280A+-V2	1	
	428-02267-001		106	DF280A Antenna	1	Part of DF280A-V2
	[redacted]		106	[redacted]	1	Part of DF280A-V2
	428-02302-001				1	
	[redacted]				1	Part of Test Kit
					1	Part of Test Kit
					1	Part of Test Kit
					1	Part of Test Kit
					1	Part of Test Kit
					1	Part of Test Kit
					1	
					1	Part of Ship Kit
					1	Part of Ship Kit
					1	Part of Ship Kit
					1	Part of Ship Kit
			00299		1	Part of Ship Kit
					1	Part of Ship Kit
					1	Part of Ship Kit
					4	Part of Ship Kit
					4	Part of Ship Kit
					4	Part of Ship Kit
	807-00126		Ver. 6.2.2 DF-280A Beta 1	DRT1000 System Software, CD	1	
	807-00069		Ver. 6.2.2 DF-280 Beta 1	DRT1000 DRT-DF CalTables, CD	1	
	434-00121		Rev. 4.0, 25 Feb 2010, R4.15+	DRTview Manual	1	
	434-00160		Rev 1.0	DF280 Manual	1	

Prepared By: Willard Alderton 3/23/2010

QA Test By: 3/23/10

Packed By:

FY08 Anaheim/Santa Ana UASI
Application for Project Funding

Introduction

This application should be used to request FY08 Anaheim/Santa Ana UASI project funding and to demonstrate how the funds will be used to enhance the capabilities of the urban area and support the National Preparedness Goal, the State's Homeland Security Strategy and the Urban Area's Homeland Security Strategy. Each project must support one of the Investment Justifications submitted by the urban area as part of their FY08 UASI Grant Application. *(A list of the Investment Justifications and strategies can be found in appendices of the FY2008 ASAUA UASI Grant Guide)*

Projects should be developed using a capabilities-based planning approach and make use of the *"Target Capabilities List"*, keeping in mind a capability may be delivered with any combination of properly planned, organized, equipped, trained and exercised personnel that achieve the intended outcome. Just as no single agency/jurisdiction would be expected to perform every task, neither would they be expected to have sufficient levels of every capability needed for a major event. Requirements that exceed a jurisdiction's capabilities would be secured through mutual aid or formal requests for assistance from other levels of government. This concept is the basis for strengthening regional planning, coordination, and resource sharing to prepare for catastrophic events. A key factor in determining if a project will receive funding is the ability of the project to achieve a regional capability.

Using this methodology will assist the applicant in clearly defining why the capability is needed; how the capability will be used; what functions the capability will perform; who will need the capability; when the capability will be available; what key performance and other attributes comprise the capability; how the capability will be supported; what skills will be required and how we develop and deliver training to support those skills; and finally, how much will the capability cost.

Each application may support only one project. If an agency/jurisdiction wishes to submit multiple projects for funding, each project will require a separate application.

Prior to completing this application the Agency/Jurisdiction should confirm they have met all requirements necessary to be eligible to apply for UASI funds.

(Response areas will expand to accommodate text entries)

I. Summary Information

Grant:	Urban Areas Security Initiative (UASI)
Year:	FY08
Agency/Jurisdiction Requesting Funding:	Anaheim Police Department
Total Funding Requested:	$ 41,970

II. Project Description

II.A. Provide a brief summary description of the project.	
Response Type	Narrative
Page Limit	**Not to exceed one paragraph (Font size 11 or larger)**
Response Instructions	This description should only be a few lines which explain the overall concept of the project
Response	The Digital Receiver Technology (DRT) is an invaluable tool that will allow the Anaheim Police Department Intelligence Unit to utilize cutting-edge technology in order to [redacted] apprehend dangerous terrorists or locate persons of interest who may pose a threat to national security.

II.B. Provide a detailed description of the project.	
Response Type	Narrative
Page Limit	**Not to exceed one page (Font size 11 or larger)**
Response Instructions	Describe the capability gap(s) this project is intended to address, the assessment, if any, used to identify the capability gaps, and why this solution was selected over other options. Provide a detailed description of the project's goals, and expected outcomes. Description should include details on how the project will be deployed (single jurisdiction, mutual aid zone, urban area) and the regional impact, if any, of the project.
Response	The Digital Receiver Technology (DRT) is an invaluable tool that will allow the Anaheim Police Department Intelligence Unit to utilize cutting-edge technology in order to [redacted] apprehend dangerous terrorists or [redacted] persons of interest who may pose a threat to national security.

[redacted]

III. Strategy

III.A. Alignment with the Combined Countywide Strategy	
Response Type	Narrative
Page Limit	**Not to exceed ½ page (Font size 11 or larger)**
Response Instructions	Explain how this project supports the Urban Area's Homeland Security Strategy. Please provide relevant strategy reference numbers. *(Urban Area strategies are listed in the appendices of the FY08 ASAUA UASI Grant Guide)*
Response	This project supports the Combined Countywide Strategy at pg. _____, Goal#_____, Objective#_____ by (Your response here) Digital Receiver Technology (DRT) supports strategy reference number 2.2. (Equipment) - Assess and procure technology, including hardware and software, to provide wireless data capabilities for field units and investigators involved in terrorism investigations."

III.B. Alignment with the FY08 Investment Justifications	
Response Type	Narrative
Page Limit	**Not to exceed ½ page (Font size 11 or larger)**
Response Instructions	Explain how this project supports the Urban Area's Investment Justifications (IJ). Please provide relevant IJ reference numbers. *(IJ's are listed in the appendices of the FY2008 UASI ASAUA Grant Guide)*
Response	This project supports Urban Area Investment Justification #_____, titled _____, by (Your response here) Digital Receiver Technology (DRT) supports Investment Justification #4 –Enhance Information Collection, Analysis and Dissemination.

III.C. Alignment with the National Priorities	
Response Type	Narrative
Page Limit	**Not to exceed ½ page (Font size 11 or larger)**
Response Instructions	Provide the National Priority(ies) this project supports. Response should include a detailed description how the project supports the National Priority(ies) selected. *(National Priorities are listed in the appendices of the FY2008 ASAUA UASI Grant Guide)*
Response	This project supports National Priority #_____, titled _____, by (Your response here) This project supports Overarching Priority; Implement the Interim National Infrastructure Protection Plan. This technology will strengthen our ability to gather information to protect high priority critical infrastructure and public transit systems.

III.D. Target Capability support	
Response Type	Narrative
Page Limit	**Not to exceed one paragraph (Font size 11 or larger)**
Response Instructions	Provide the primary Target Capability the project is designed to support. *(Target Capabilities are listed in the appendices of the FY2008 ASAUA UASI Grant Guide)*
Response	• Critical Infrastructure Protection DRT will provide information and intelligence gathering to achieve coordinated awareness of, prevention of, protection against, a threatened terrorist attack. Currently, the Anaheim Police Department is one of a handful of cities in Orange County that supports an Intelligence Unit. As a result, the Anaheim PD Intelligence Unit routinely assists other cities with investigations related to terrorism and criminal activity that is directly related to the financial support of terrorism.

IV. Funding

IV.A. Funding Table	
Response Type	Funding table
Page Limit	**Not to exceed the funding table (Font size 11 or larger)**
Response Instructions	Provide the total estimated cost of the project. Total shall be broken down by solution area using the following table. For each solution area selected provide a description of the planned expenditures in Section IV.B. *(Note: M&A funds should not be used by sub-recipients)*
Response	

Solution Area	Requested Amount
Planning	
Organization	
Equipment	$41,970
Training	
Exercises	
M&A (Core Cities Only)	
Project Total	$41,970

IV.B. Funding Narrative	
Response Type	Narrative
Page Limit	**Not to exceed ½ page per solution area (Font size 11 or larger)**
Response Instructions	For each solution area selected provide a description of the planned expenditures. *(Note: M&A funds should not be used by sub-recipients)*
Response	**Planning** (Refer to the FY08 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)
	Description of planned expenditures: All planning expenditures will be absorbed by the participating agency.
	Organization (Refer to FY08 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)

Response Cont.	Description of planned expenditures: All organization expenditures will be absorbed by the participating agencies.
	Equipment (Refer to the AEL for allowable expenses under this solution area and complete the Detailed Equipment Sheet. Include in the description section sufficient information to demonstrate the equipment is being used in the context in which it is on the AEL.)
	Description of planned expenditures The expenditures include; 1. DRT1000C/WPM3A – [redacted] The equipment is an allowable expense under the following AEL number; 1. 13LE-00-SURV (Equipment, Law Enforcement Surveillance)
	Exercises (Refer to the FY08 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)
	Description of planned expenditures: All exercise expenditures will be absorbed by the participating agencies.
	Management & Administration **(for use by core cities only)** (Refer to the FY08 Grant HSGP Guide for allowable expenses under this solution area)
	Description of planned expenditures: All management & Administration expenditures will be absorbed by the participating agencies.

V. Milestones

V. Milestones	
Response Type	Narrative
Page Limit	Not to exceed 10 milestones (Font size 11 or larger)
Response Instructions	• Milestone #1 should start no sooner than 30 days from submission of this application and should be titled "Project Approval." • The final milestone should be the date you anticipate submitting to the Anaheim/Santa Ana UASI for reimbursement. It should be titled "Submission for Reimbursement." • Otherwise, only include major milestones that are critical to the success of the Investment; • Milestones should be kept to high-level, major tasks that will need to occur; • While up to 10 milestones may be provided, applicants should only list as many milestones as necessary.

Response		
	Milestone #1	
	Title: Project Approval	
	Start Date: June, 2010	End Date: August, 2010
	Description:	
	Milestone #2	
	Title: Procurement of Equipment	
	Start Date: August, 2010	End Date: August, 2010
	Description:	
	Milestone #3	
	Title: Instillation of Equipment	
	Start Date: August, 2010	End Date: August, 2010
	Description:	
	Milestone #4	
	Title: Project Completion	
	Start Date: September, 2010	End Date: September, 2010
	Description:	
	Milestone #5	
	Title	
	Start Date:	End Date:
	Description:	
	Milestone #6	
	Title:	
	Start Date:	End Date:
	Description:	

Response Cont.		
	Milestone #7	
	Title:	
	Start Date:	End Date:
	Description:	
	Milestone #8	
	Title:	
	Start Date:	End Date:
	Description:	
	Milestone #9	
	Title:	
	Start Date:	End Date:
	Description:	
	Milestone #10	
	Title:	
	Start Date:	End Date:
	Description:	

VI. Project Management

VI. Project Management	
Response Type	Narrative
Page Limit	**Not to exceed one page (Font size 11 or larger)**
Response Instructions	Describe the management team that is directly responsible for the implementation of this project. Specifically, describe any key project roles and responsibilities, structures, and subject matter expertise required by this project, including at least the project manager and the contract structure.
Response	The Anaheim Police Department has placed Investigator Meyer and Investigator Tisdale with the responsibility for the implementation of this project. As project managers they will be responsible for the overall implementation of this [redacted]

VII. Impact

VII. Impact	
Response Type	Narrative
Page Limit	**Not to exceed one page (Font size 11 or larger)**
Response Instructions	What outcomes will indicate this project is successful and how will the impact be measured? Response should include details on what capability(ies), task(s) or proficiency(ies) was established or enhanced. Include details on what assessment process, if any, was used.
Response	Once the equipment is in place, the outcomes that will indicate the success of the project will include; the ability for the Anaheim Police Department's Criminal Intelligence Unit to utilize cutting edge technology to [redacted] apprehend terrorists. [redacted]

VIII. Sustainability

VIII. Sustainability	
Response Type	Narrative
Page Limit	**Not to exceed 1/2 page (Font size 11 or larger)**
Response Instructions	What is the long-term approach to sustaining the capability(ies) developed by this project? Response should include details on how the capability(ies) will be maintained and sustained including what funding will be used in the future.
Response	The Anaheim Police Department has developed a Policy and Procedure for outside jurisdictions requesting DRT capability. If the request meets the criteria, the requesting jurisdiction will receive two Investigators, [redacted] and the DRT device to assist in the investigation. [redacted]

X. Attachments

IX. Attachments Include any attachments that may be relevant to the project.

X. Sub-Recipient Information

X.A. Sub-Recipient Representative Signature. Indicate the Agent authorized to apply for and accept award on behalf of agency/jurisdiction. (Usually a Department Head or other high ranking member of your organization)	
Signature:	
Name:	Dave Vangsness
Title:	Lieutenant
Address:	425 S. Harbor Blvd
City:	Anaheim, CA
Zip Code:	92805
Office Phone:	714 765-
Cell Phone:	714
Fax:	
E-mail:	dvangsness@anaheim.net
Check if you wish to assign the POC below as your signatory for this project? ☒	

X.B. Primary Agency/Jurisdiction Point of Contact (POC)	
Name:	Ryan Tisdale
Title:	Investigator
Address:	8201 E. Santa Ana Canyon Rd
City:	Anaheim
Zip Code:	92808
Office Phone:	714 765-3838
Cell Phone:	[redacted]
Fax:	
E-mail:	rtisdale@anaheim.net

X.C. Project Manager	
Check if same as POC as listed above - ☒	
Name:	Chad Meyer
Title:	Investigator
Address:	425 S. Harbor Blvd
City:	Anaheim, CA
Zip Code:	92805
Office Phone:	714 765-1426
Cell Phone:	
Fax:	
E-mail:	cmeyer@anaheim.net

X.D. Primary Financial Point of Contact	
Check if same as POC as listed above - ☐	
Name:	Kerrstyn Naretta
Title:	
Address:	8201 E. Santa Ana Canyon Rd
City:	Anaheim
Zip Code:	92808
Office Phone:	714 765-3846
Cell Phone:	[redacted]
Fax:	
E-mail:	knaretta@anaheim.net

Project reviewed by:		
UASI Representative:	Santa Ana	Anaheim
Signature:		
Name:	Ken Gominsky	Ben Hittesdorf
Title:	Commander	Lieutenant
Address:	60 Civic Center Plaza	8201 E. Santa Ana Canyon Road.
City, State	Santa Ana, CA	Anaheim, CA
Zip Code:	92792	92808
Office Phone:	(714) 245-8722	(714) 765-3879
Cell Phone:	[redacted]	
Fax:	(714) 245-8098	(714) 765-3805
E-mail:	Kgominsky@ci.santa-ana.ca.us	bhittesdorf@anaheim.net

Recommended for Approval: ☒Yes ☐ No
Comments from UASI Representative:

Funding approved in an amount not to exceed:	$41,970

Anaheim/Santa Ana UASI Authorized Representative	
Signature:	
Name:	Ben Hittesdorf
Title:	Homeland Security Bureau Lieutenant
Address:	8201 E. Santa Ana Canyon Road
City, State:	Anaheim, CA
Zip Code:	92808
Office Phone:	(714) 765-3879
Fax:	(714) 765-3805
E-mail:	bhittesdorf@anaheim.net

APPENDIX A

Detailed Equipment Sheet

Sheet _1__ of __1_

Qty	Equipment Description	AEL#	AEL Description	GA	3rd Party	EN	Vendor	Unit Cost	Extended Cost
1	[redacted]	13LE-00-SURV	Equipment, Law Enforcement Surveillance				Digital Receiver Technology, Inc	$41.970	$41,970

INVOICE

DRT
Digital Receiver Technology, Inc.

DRT POC:
Aubrey Kreipl Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown MD 20874
301.916.5554 x175 Fax: 301.916.5787

Invoice Number: 23976.0
Invoice Date: 03/24/2010
Invoice Total: $21,744.56
Shipper No. Ref.: 8828
DD250 Shipment No.:
Contract Reference No.: Letter of Authorization
DRT Order Reference No.: 902529.00

BILL TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SOLD TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
POC: Ryan Tisdale

SHIP TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
ATTN: Ryan Tisdale

INVOICE TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SHIPMENT TYPE: Final **SHIPPED VIA:** Fed Ex

Box No.	Description	Weight	Packed By	Tracking No.
1	DF280A, SN 106	57 lbs	WA	798504500387

Contract Item No.	Description	As RQ	Qty	Unit Price	Total Price	Taxable
2.0000	[redacted]		1	$19,995.00	$19,995.00	Yes
6.0000	CA Sales Tax		1	$1,749.56	$1,749.56	

NOTES:
Loaner DF20C, SN 1092 to be returned to DRT

Total For CLINs $21,744.56

Terms: on Notification of Shipm

EFT Information:
DRT's TIN: [redacted]
Order Class: DSLG

Bank: **Bank of America** (Christine Wynimko , 800-699-7188 x 86221)
Routing No.: [redacted]
DRT Account No [redacted]
Database: [DRT6.OrderProd]

DRT
Digital Receiver Technology, Inc.

Ship Date: 03/24/2010
Order:

Aubrey L. Kreipl, Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown, MD 20874
Phone: 301.916.5554 x175 Fax: 301.916.5787

Bill To:
City of Anaheim
425 S. Harbor Blvd
Homeland Security Bureau - Grants Coord.
Anaheim, CA 92805
US

Sold To:
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

Ship To:
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

Contract Ref No: Letter of Authorization

Box Line Information:

BoxNmbr	Box Description	Tracking Nmbr	Weight	Packed By
1	[redacted]	798504500887	57 lbs	WA

Line Information:

Contract Item No	Qty Shipped	Description
	2.0000	DF280A-V[redacted]

Notes: Loaner DF20C, SN 1092 to be returned to DRT

Any questions with this shipment, contact Aubrey Kreipl, Mgr, Order Mgmt

A02115

1506122

REQUEST FOR CHECK FORM

4-1-2010
DATE

PAYEE Digital Receiver Technology, Inc.
20250 Century Blvd, Suite 300
Germantown, MD 20874

AMOUNT $ 21,744.56 DATE REQUIRED

REQUESTED BY Kerrstyn Naretta

AUTHORITY FY 09/10 UASI

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)
1	211	311	8714	917015						21,744 56
2										
3										
4										
5										
6										
7										

DESCRIPTION Payment for DRT Equipment purchased with 2007 UASI funds.

☐ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: MAIL NO:

ATTENTION:

☒ CALL Kerrstyn Naretta ON EXT. 3846 WHEN CHECK IS READY

AUTHORIZED SIGNATURE Lt. Dan Whitesides

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0214

2220

1506122

REQUEST FOR CHECK FORM

4-1-2010
DATE

PAYEE Digital Receiver Technology, Inc.
20250 Century Blvd, Suite 300
Germantown, MD 20874

AMOUNT $ 21,744.56 DATE REQUIRED 4/9/10

REQUESTED BY Kerrstyn Naretta

AUTHORITY FY 09/10 UASI

ACCOUNT DISTRIBUTION

	FUND	DEPT	UNIT	OBJ	REV	BSA	SBSA	APPR UNIT	FUNCTION	DEBIT / (CREDIT)
1	2114	3111	8742	917015						21,744 56
2										
3										
4										
5										
6										
7										

DESCRIPTION Payment for DRT Equipment purchased with 2007 UASI funds.

☐ MAIL CHECK TO PAYEE

☐ RETURN CHECK TO: DEPARTMENT: MAIL NO:

ATTENTION:

☒ CALL Kerrstyn Naretta ON EXT. 3046 WHEN CHECK IS READY

AUTHORIZED SIGNATURE Lt. Dan Hesker / Kerrstyn Naretta

ACCT-29 11/05 Distribution: WHITE – Accounting YELLOW – Remittance PINK – Department

A0215

CITY OF ANAHEIM 00000000 58

1572558

CHECK DATE: 04/12/2010 VENDOR: Z0000000001 NAME: DIGITAL RECEIVER TECHNOLOGY INC

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	PURCHASE ORDER NO.	AMOUNT
1506122	04/01/2010	2007 UASI FUNDS PMT OF DRT EQ		21,744.56

Vendor: Z0000000001

Page TOTAL: 21,744.56
21,744.56

DO NOT ACCEPT IF CHECK LESS THE INK LOCK KEY LOGO, FACE WHEN WARMED AND YIELDS A HEXAGON-SHAPED VOID WATERMARK WHEN HELD TO THE LIGHT

TO THE TREASURER
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

ACCOUNTS PAYABLE ACCOUNT
CITY OF ANAHEIM
ANAHEIM, CALIFORNIA

1572558

DATE
04-12-2010

THE SUM OF

AMOUNT
$******21,744.56

56-382
412

Twenty One Thousand Seven Hundred Forty Four And 56/100 Dollars

PAY TO THE ORDER OF

DIGITAL RECEIVER TECHNOLOGY INC
20250 CENTURY BLVD SUITE 300
GERMANTOWN, MD 20874

VOID 180 DAYS
AFTER DATE OF ISSUE

MAYOR

CITY TREASURER

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

A0216

⑈1572558⑈ ⑆042038241⑆960004330 2⑈

DRT
Digital ReceiverTechnology, Inc

October 6, 2010

In reply please refer to:
Quotation No. 10T0038

ATTN: Contracting Officer

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
001	DRT1000C/WPM3A [redacted]	Each	$20,985.00	
			Total Price	

Item 001 will be delivered 120 - 180 days after receipt of order. Shipping is FOB Origin – Freight Prepaid, and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT. This quotation is valid until 30 November 2010.

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher Teabo
Marketing Manager

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5554 · Fax (301) 916-5787

From: Ryan Tisdale
Sent: Monday, October 18, 2010 10:34 AM
To: Rosa Ponce De Leon
Cc: Darrin Lee; Ben Hittesdorf; Enrique Esparza; Kerrstyn Vega
Subject: DRT Training
Attachments: DRT Flyer 2010 Symposium.pdf

Hi Rosa,

I am sending you information on a DRT Training Symposium that two of our investigators and their Lieutenant would like to attend in November. The training is updated training for the DRT device we purchased as part of the 2007 DRT Project. It sounds like it is very good training and would be very beneficial if able to attend. Please let me know if this is something you think we would be able to get a tracking number for. If you have any questions please let me know.

Thanks,

Ryan

Inv. Ryan Tisdale
Special Operations Division
Homeland Security Bureau
Tel: (714 765-3838
Fax: (714) 765-3805



You are cordially invited to attend
Digital Receiver Technology, Inc.'s

7th Annual
TECHNICAL SYMPOSIUM

Tuesday, the 16th of November 2010

PROGRAM

7.30a	Registration
7.30a - 10.00a	Continental Breakfast
8.00a - 4.30p	Product Demonstrations
8.45a - 4.00p	Presentations: · Welcome - Acie Vickers · Exploitation of 3G and 4G Data Services · Ultra-Portable SIGINT Technology · Range Extension Through Spatial Processing · Open Architecture Defined
9.15a - 4.00p	Training with Hands-On Exercises and Comparisons SGPR Benefits of C Hardware - *Enhanced Resources, RFT3 / WPM3 Improved Capabilities* SPEA & Geolocation · DF with DRTview Classes run throughout the day, except SPEA & Geolocation (morning only).
11.30a - 2.30p	Lunch
12.30p - 3.30p	Ice Cream Sundae Bar & Refreshments
4.30p	Conclusion of Symposium

A0219

HOTEL INFORMATION

Hilton Washington DC North/Gaithersburg
620 Perry Parkway
Gaithersburg, Maryland 20877
P 301.977.8900
F 301.869.8597

HOTEL RESERVATIONS

Symposium guests are responsible for making their own hotel room reservations. DRT has reserved a block of 80 rooms for the night of November 15th, and 45 rooms for the night of November 16th. Dial Hilton Reservations, 800.445.8667, prompt 1, to reserve your room. Please remember to request the DRT rate. Guests checking out prior to the reserved checkout date will be charged a $50 early departure fee. To avoid this fee, advise the hotel before or at check in.

You may also reserve your room online at:
www.hilton.com/en/hi/groups/personalized/GAIGHHF-DRT-20101115/index.jhtml?WT.mc_id=POG

Rooms must be booked by November 11th, 2010.

DIRECTIONS

Northbound from I-270:

- I-270 North Frederick to Exit 11 (MD-124 Montgomery Village Ave)
- RIGHT at 2nd light onto MD-355 South (Frederick Ave)
- RIGHT at 1st light onto Perry Parkway
- Hilton approximately 1/8 mile on RIGHT

Southbound from I-270:

- I-270 South Washington to Exit 11 (MD-124 Montgomery Village Ave)
- LEFT at light heading East on Montgomery Village Ave
- RIGHT at 2nd light onto MD-355 South (Frederick Ave)
- RIGHT at 1st light onto Perry Parkway
- Hilton approximately 1/8 mile on RIGHT

Digital Receiver Technology, Inc.

Customer Advisory

DRT has discovered a latent defect in the [redacted] Our records indicate that you received some of the affected units. For a list of your units and modules affected by this problem please contact DRT Customer Support at help@drti.com or call 1-866-347-8269.

Please note that the repair of this latent defect is an OPTION that you may exercise at your discretion if your [redacted] are not operating properly. Hardware shipped with software version 5.6 or greater will be defect-free. This defect will not be present in all units, so if your system does not display the symptoms described above it may not need any repair. Defective units and modules must be returned to our factory for repair.

DRT has developed a test procedure to precipitate a high percentage (>90%) of this latent defect in the field. To accurately identify 100% of the units with this defect, units will need to be tested during cold temperature cycling (down to as low as -20 Degrees C). DRT is offering three alternatives to identify units with this defect and we hope that you will take advantage of them:

1. DRT personnel can be made available to visit your site and test your inventory of [redacted] This option will not include cold temperature testing.
2. DRT will make the test software, detailed procedure and an Applications Note available for you to perform this test and identify faulty units yourself. This option will not include cold temperature testing.
3. You may return your units to DRT and we will test and repair the units at our facility and return them to you. This option will include cold temperature testing.

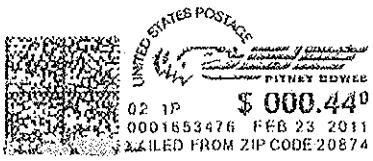
To arrange for the return and repair of your units, please contact DRT Customer Support at help@drti.com or call 1-866-347-8269.

For further details about the symptoms, the root causes, and the corrective actions you may also contact DRT Customer Support.

DRT is dedicating its production resources to complete the repair within 15 business days of receiving your units. These units will be expedited through the repair process using a red-tag system.

DRT sincerely regrets any inconvenience this problem may cause you, and we intend to implement this recovery plan with minimum disruption to your operations.

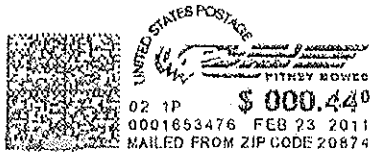
DRT
Digital Receiver Technology, Inc.
20250 Century Blvd., Suite 300
Germantown, MD 20874



City of Anaheim
425 S. Harbor Blvd
Homeland Security Bureau - Grants Coord.
Anaheim, CA 92805
Attn: Ryan Tisdale

92805@3704 C002

DRT
Digital Receiver Technology, Inc.
20250 Century Blvd., Suite 300
Germantown, MD 20874



City of Anaheim
425 S. Harbor Blvd
Anaheim, CA 92805
Attn: Ryan Tisdale

92805@3704 C002

Project Checkoff Sheet

$239,000

Project: Digital Reveiver Technology (DRT)

Project Manager: Ryan Tisdale

Grant Year: 2007 Cost: 182,680 7

Section:		Yes	No
1	Project Log	■	☐
	UASI Purchase Request and approval form	■	☐
	Other:		
2	Accounting		
	Reimbursement Request	☐	☐
	Proposal/Quote	■	☐
	Requisition	☐	☐
	(COVERT PURCHASE) P.O.	☐	■
	Invoice	■	☐
	Receiver	■	☐
	Copy of Checks	■	☐
	Receipts	■	☐
	Other:		
3	Monitoring		
	Form	☐	☐
	Photos	■	☐
	Other:		
	Other:		

Section:		Yes	No
4	Inventory		
	Bar Code	☐	☐
	Identification Number	☐	☐
	Quantity:		
	Other:		
	Other:		
5	Communications		
	Emails	☐	☐
	Other:		
	Other:		
6	Miscellaneous		
	City Council Agenda	☐	■
	E Copies	☐	☐
	Other: (COVERT PURCHASE REQUEST		
	Other:		
	Other:		
	Other:		

VII. Project Management

Describe the management team that is directly responsible for the implementation of this project. Specifically, describe any key project roles and responsibilities, structures, and subject matter expertise required by this project, including at least the project manager and the contract structure. An organizational chart may be included.

The Anaheim Police Department has placed Investigator Meyer and Investigator Tisdale with the responsibility for the implementation of this project. As project managers they will be responsible for the overall implementation and coordination that will include scheduling demonstrations, facilitation meetings with agency and County representatives as needed, and completing the procurement process for implementation.

VIII. Project Challenges

List and describe up to five potential challenges to the effective implementation of this project. For each identified challenge, provide a brief description of how the challenge will be mitigated and include the probability of occurrence (high, medium, low), and level of impact should it occur (high, medium, low).

Challenge #1 Participation			
Probability:	Medium	**Impact:**	Low
Description of challenge: Due to the City's potentially lengthy procurement process, a delay in procurement of the items requested is listed.			
Mitigation Strategy: Project managers will work closely with the City's Purchasing department to monitor the procurement and installation process.			

Challenge #2			
Probability:		Impact:	
Description of challenge:			
Mitigation Strategy:			

Challenge #3			
Probability:		Impact:	
Description of challenge:			
Mitigation Strategy:			

Challenge #4			
Probability:		Impact:	
Description of challenge:			
Mitigation Strategy:			

Challenge #1			
Probability:		Impact:	
Description of challenge:			
Mitigation Strategy:			

IX. Impact (Performance Measures)

What outcomes will indicate this project is successful and how will the impact be measured? Response should include details on what capability(ies), task(s) or proficiency(ies) was established or enhanced.

Once the equipment is in place, the outcomes that will indicate the success of the project will include; the ability for the Anaheim Police Department's Criminal Intelligence Unit to utilize cutting edge technology to [redacted] apprehend terrorists. Furthermore it would help reduce the amount of time spent on surveillance, reduce the amount of time spent working cellular phones, thus improving the Anaheim Police Departments ability to respond efficiently and effectively to any potential terrorist threat where cellular phone technology is utilized.

X. Sustainability

What is the long-term approach to sustaining the capabilities developed by this project? Response should include details on how the capability(ies) will be maintained and sustained including what funding will be used to sustain the capability.

The Anaheim Police Department has developed a Policy and Procedure for outside jurisdictions requesting DRT capability. If the request meets the criteria, the requesting jurisdiction will receive two Investigators [redacted] and the DRT device to assist in the investigation.

Furthermore, the DRT equipment would be [redacted] which the Anaheim Police Department has agreed to purchase. The [redacted] and all costs associated with it, will be paid for by the Anaheim Police Department. The maintenance of [redacted] the DRT will be the responsibility of the Anaheim Police Department.

XI. Attachments

Include any attachments that may be relevant to the project.

XII. Sub-Recipient Representative Signature Agent authorized to apply for and accept award on behalf of agency/jurisdiction	
Signature:	
Name:	Mark Cyprien
Title:	Lieutenant
Address:	8201 E. Santa Ana Canyon Rd
City:	Anaheim, CA
Zip Code:	92803
Office Phone:	(714) 765-3879
Cell Phone:	[redacted]
Fax:	(714) 765-3805
E-mail:	mcyprien@anaheim.net

Project reviewed by:		
UASI Representative:	Santa Ana	Anaheim
Signature:		
Name:	Ken Gominsky	Mark Cyprien
Title:	Commander	Lieutenant
Address:	60 Civic Center Plaza	8201 E. Santa Ana Canyon Rd.
City, State	Santa Ana, CA	Anaheim, CA
Zip Code:	92792	92803
Office Phone:	(714) 245-8722	(714) 765-3879
Cell Phone:	[redacted]	[redacted]
Fax:	(714) 245-8098	(714) 765-3805
E-mail:	Kgominsky@ci.santa-ana.ca.us	mcyprien@anaheim.net

Recommended for Approval:	x Yes	☐ No

Funding approved in an amount not to exceed:
$182,680

Anaheim/Santa Ana UASI Authorized Representative	
Signature:	
Name:	Paul M. Walters
Title:	Chief of Police
Address:	60 Civic Center Plaza
City, State:	Santa Ana, CA
Zip Code:	92702
Office Phone:	(714) 245-8703
Cell Phone:	
Fax:	(714) 245-8098
E-mail:	pwalters@santa-ana.org

APPENDIX A

Detailed Equipment Sheet

Sheet 1 of 1

Equipment Description	AEL#	AEL Description	Vendor	Unit Cost	Extended Cost
DRT1183C-033[redacted]	13LE-00-SURV	Equipment, Law Enforcement Surveillance	Digital Receiver Technology, Inc	$182,510.00	$182,510.00
DF280[redacted]	04AP-02-DGPS	Device, Global Positioning System (GPS)	Digital Receiver Technology, Inc	$19,995.00	$19,995.00
DRT9955B-1[redacted]	13LE-00-SURV	Equipment, Law Enforcement Surveillance	Digital Receiver Technology, Inc	$16,700.00	$16,700.00

A0233

FY07 Anaheim/Santa Ana UASI
Application for Project Funding

Introduction

This application should be used to request FY07 Anaheim/Santa Ana UASI project funding and to demonstrate how the funds will be used to enhance the capabilities of the urban area and support the National Preparedness Goal, the State's Homeland Security Strategy and the Urban Area's Homeland Security Strategy. Each project must support one of the Investment Justifications submitted by the urban area as part of their FY07 UASI Grant Application. *(A list of the Investment Justifications and strategies can be found in appendices of the FY2007 UASI Grant Guide)*

Projects should be developed using a capabilities-based planning approach and make use of the "*Target Capabilities List*", keeping in mind a capability may be delivered with any combination of properly planned, organized, equipped, trained and exercised personnel that achieve the intended outcome. Just as no single agency/jurisdiction would be expected to perform every task, neither would they be expected to have sufficient levels of every capability needed for a major event. Requirements that exceed a jurisdiction's capabilities would be secured through mutual aid or formal requests for assistance from other levels of government. This concept is the basis for strengthening regional planning, coordination, and resource sharing to prepare for catastrophic events. A key factor in determining if a project will receive funding is the ability of the project to achieve a regional capability.

Using this methodology will assist the applicant in clearly defining why the capability is needed; how the capability will be used; what functions the capability will perform; who will need the capability; when the capability will be available; what key performance and other attributes comprise the capability; how the capability will be supported; what skills will be required and how we train responders; and finally, how much will the capability cost.

Each application may support only one project. If an agency/jurisdiction wishes to submit multiple projects for funding, each project will require a separate application.

Prior to completing this application the Agency/Jurisdiction should confirm they have met all requirements necessary to be eligible to apply for UASI funds.

(Response areas will expand to accommodate text entries)

Agency/ Jurisdiction:	Anaheim Police Department
Project:	Digital Receiver Technology (DRT)
Total Funding Requested:	$239,000

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I. Summary Information

Grant:	Urban Areas Security Initiative (UASI)

Year:	2007

Agency/Jurisdiction Requesting Funding:	Anaheim Police Department

Total Funding Requested:	**$ 239,000**

Project Description:

Enter a summary description of the project:
(This description should only be a few lines which explain the overall concept of the project)

The Digital Receiver Technology (DRT) is an invaluable tool that will allow the Anaheim Police Department Intelligence Unit to utilize cutting-edge technology in order to [redacted] apprehend dangerous terrorists or [redacted] persons of interest who may pose a threat to national security.

[redacted]

II. Points of Contact	
II. (a) Primary Agency/Jurisdiction Contact & Signatory	
Name:	Ryan Tisdale
Title:	Investigator
Address:	425 S. Harbor Blvd
City:	Anaheim
Zip Code:	92805
Office Phone:	714 765-3838
Cell Phone:	[redacted]
Fax:	714 765-3805
E-mail:	rtisdale@anaheim.net

II. (b) Project Manager	
Name:	Chad Meyer
Title:	Investigator
Address:	425 S. Harbor Blvd
City:	Anaheim
Zip Code:	92805
Office Phone:	714 765-1426
Cell Phone:	
Fax:	
E-mail:	cmeyer@anaheim.net

II. (c) Primary Financial Point of Contact	
Name:	Cindy Nickel
Title:	Grant Coordinator
Address:	8201 E. Santa Ana Canyon Rd
City:	Anaheim
Zip Code:	92808
Office Phone:	714 765-3841
Cell Phone:	
Fax:	714 765-3805
E-mail:	cnickel@anaheim.net

III. Detailed Project Description

Describe the capability gap(s) this project is intended to address and why this solution was selected over other options. Provide a detailed description of the project's goals, objectives and expected outcomes. Description should include details on how the project will be deployed (single jurisdiction, mutual aid zone, urban area) and the regional impact of project.

The Digital Receiver Technology (DRT) is an invaluable tool that will allow Anaheim Police Department Criminal Intelligence Unit and other Orange County agencies to utilize cutting-edge technology in order to rapidly [redacted] apprehend dangerous terrorists or [redacted] persons of interest who may pose a threat to national security.

The Anaheim Police Department Criminal Intelligence unit conducts complex investigations on a regular basis that often includes utilizing cellular phone technology. Criminal Intelligence Investigators have [redacted] As a result of these investigations the Criminal Intelligence Unit has gained recognition throughout Orange County for their expertise in cellular phone technology. As a result, many local agencies have called upon the Anaheim Police Department to assist in their investigations, even when the cases have no nexus to the City of Anaheim.

Currently the cell phone technology utilized by the Criminal Intelligence Unit is very complicated. [redacted]

Digital Receiver Technology (DRT) offers a solution to this problem. [redacted] which are legal and performed routinely around the United States by various law enforcement agencies. For example, if the Orange County Intelligence Assessment Center (OCIAC) along with the Anaheim Police Department Criminal Intelligence Unit were conducting surveillance on a certain residence [redacted]

[redacted]

The Anaheim Police Department has already purchased a [redacted] out of its general fund[redacted]

IV. Strategy
Explain how this project supports the Urban Area's Homeland Security Strategy and the State's Homeland Security Strategy. Please provide relevant strategy reference numbers. *(Urban Area and State Strategy are listed in the appendices of the FY2007 ASAUA UASI Grant Guide)*
Urban Area Homeland Security Strategy: Digital Receiver Technology (DRT) supports strategy reference number 2.2. This reference number states "...(Equipment) Assess and procure technology, including hardware and software, to provide wireless data capabilities for field units and investigators involved in terrorism investigations."

IV. (a) Strategy – FY07 Investment Justifications
Explain which of the Urban Area's Investment Justifications (IJ) this project supports. Please provide relevant IJ reference numbers. *(IJ's are listed in the appendices of the FY2007 UASI ASAUA Grant Guide)*
Digital Receiver Technology (DRT) supports Investment Justification #4 –Enhance Information Collection, Analysis and Dissemination.

IV. (b) Strategy – Primary Target Capability
Provide the primary Target Capability the project is designed to support. *(Target Capabilities are listed in the appendices of the FY2007 ASAUA UASI Grant Guide)*
Digital Receiver Technology (DRT) supports Target Capability: Counter-Terror Investigations and Law Enforcement.

IV. (c) Strategy – Target Capability Narrative
Provide a description of how this project supports the Target Capability selected and its associated tasks.
Function ID Sequence Task DRT will provide information and intelligence gathering to achieve coordinated awareness of, prevention of, protection against, a threatened terrorist attack. Currently, the Anaheim Police Department is one of a handful of cities in Orange County that supports an Intelligence Unit. As a result, the Anaheim PD Intelligence Unit routinely assists other cities with investigations related to terrorism and criminal activity that is directly related to the financial support of terrorism.

IV. (d) Strategy – National Priorities
Provide the National Priority(ies) this project supports. Response should include a detailed description how the project supports the National Priority(ies) selected. *(National Priorities are listed in the appendices of the FY2007 ASAUA UASI Grant Guide)*
This project supports Overarching Priority; Implement the Interim National Infrastructure Protection Plan. This technology will strengthen our ability to gather information to protect high priority critical infrastructure and public transit systems.

V. Funding Plan

Provide the total estimated cost of the project. Total shall be broken down by solution area using the following table. For each solution area selected provide a description of the planned expenditures. *(note: M&A funds should not be used by sub-recipients)*

Solution Area	Requested Amount
Planning	
Organization	
Equipment	239,000
Training	
Exercises	
M&A (Core Cities Only)	
Project Total	**239,000**

Planning
(Refer to the FY07 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)

Description of planned expenditures: All planning expenditures will be absorbed by the participating agency.

Organization
(Refer to FY07 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)

Description of planned expenditures: All planning expenditures will be absorbed by the participating agency.

Equipment
(Refer to the AEL for allowable expenses under this solution area and complete the Detailed Equipment Sheet. Include in the description section sufficient information to demonstrate the equipment is being used in the context in which it is on the AEL.)

Description of planned expenditures

The expenditures will include:

1. DRT 1183C-033/ [redacted]
2. DF280 [redacted]
3. DRT9955B-1 [redacted]

This equipment is an allowable expense under the following AEL numbers;

1. 13LE-00-SURV (Equipment, Law Enforcement Surveillance)
2. 04AP-02-DGPS (Device, Global Positioning System (GPS))
3. 13LE-00-SURV (Equipment, Law Enforcement Surveillance)

Training
(Refer to the FY07 HSGP Grant Guide for allowable expenses under this solution area)

Description of planned expenditures: Provided by company at no charge.

Exercises
(Refer to the FY07 HSGP Grant Guide for allowable expenses under this solution area and include personnel costs)

Description of planned expenditures: No expenditures will be included in this area

Management & Administration
(for use by core cities only) (Refer to the FY07 Grant HSGP Guide for allowable expenses under this solution area)

Description of planned expenditures: No expenditures will be included in this area.

VI. Milestones

Provide up to 10 specific milestones for the project, including a description and start and end dates. Descriptions should include details of the activities to be performed.

Milestone #1	
Title: Planning Meeting	
Start Date: February 16, 2009	End Date: February 20, 2009
Description: Review the project specifications and receive final approval	

Milestone #2	
Title: Procurement	
Start Date: April 6, 2009	End Date: April 17, 2009
Description: Complete procurement process	

Milestone #3	
Title: Training	
Start Date: Continuous	End Date:
Description: Training of personnel	

Milestone #4	
Title: Project Completion	
Start Date: June 1, 2009	End Date: June 1, 2009
Description: System Completely Deployed	

Milestone #5	
Title:	
Start Date:	End Date:
Description:	

Milestone #6	
Title:	
Start Date:	End Date:
Description:	

Milestone #7	
Title:	
Start Date:	End Date:
Description:	

Milestone #8	
Title:	
Start Date:	End Date:
Description:	

Milestone #9	
Title:	
Start Date:	End Date:
Description:	

Milestone #10	
Title:	
Start Date:	End Date:
Description:	

ANAHEIM POLICE DEPARTMENT
ELECTRONIC SURVEILLANCE UNIT (ESU)

ASSISTANCE TO OUTSIDE JURISDICTIONS

The purpose of this policy is to set forth policy and procedures for responding to requests for assistance from outside jurisdictions requesting Anaheim Police Department's Electronic Surveillance Unit.

PURPOSE AND SCOPE

The Anaheim Police Department's Electronic Surveillance Unit (ESU) is available to assist outside police agencies with cell phone tracking when available. ESU utilizes Digital Receiver Technology (DRT) purchased with 2008 UASI grant funds. When requested, Anaheim will provide the [redacted] DRT equipment and two investigators to operate the device.

RESPONSE PROCEDURES

1. When an outside police agency requests ESU for assistance with an ongoing investigation, the request should be directed to Anaheim Police Department Crime Task Force Sergeant Mike Helmick (714-497-6312).

2. The CTF Sergeant will review the request and make a determination whether it meets the following criteria:

    a. Violent felony such as murder, kidnap, rape or the case involves a terrorist related activity/event
    b. Suspect who committed one of the aforementioned crimes is outstanding and there is a likelihood the violence will continue

3. [redacted]

4. If the request is in the course of normal business hours (Tues-Friday, 0800-1800) there will not be a personnel charge associated with the request. If the request is outside of a normal workday, or during a scheduled day off, the requesting agency will incur the overtime costs of the investigators assigned,

at a rate of $70/hour per investigator and $84/hour for the CTF Sergeant. A minimum of two ESU investigators must respond to operate the equipment.

5. Upon deployment of the DRT and accompanying investigators, it is the requesting agency's responsibility to supply an arrest/surveillance team.

6. If multiple requests for service are fielded by the CTF Sergeant at or near the same time, priority will be given to the request which meets more of the criteria listed in # 2 of this form, or is deemed more likely to result in a successful apprehension of the suspect.

7. If while working a case the CTF Sergeant receives an additional request from an outside police agency with a higher priority, ESU will discontinue the current case and start work on the more critical case. If possible, the case discontinued will be reinitiated upon completion of the critical case.

8. The Anaheim Police Department reserves the right to make the decision on the use of the DRT equipment since it is housed and maintained by the Anaheim Police Department.

9. Employees of the Anaheim Police Department have to be trained on the use of the DRT equipment and this training is ongoing. Therefore, the DRT equipment will not be loaned to outside police agencies who do not have the necessary training to operate the equipment.

Section 1.04.310: Purchasing Agent – Agencies Served

The Purchasing Agent shall be responsible for procurement of all materials, supplies, and contractual services required by any and all departments of the City, except the following: Law enforcement investigation services assigned to the Chief of Police; such purchases as to which, because of their nature as related to confidential, special or covert operations of the Police Department, the public interest in maintaining confidentiality outweighs the public interest in public disclosure thereof, as determined by the Chief of Police, technical and special advisory or engineering services procured

LEGAL AUTHORITY & REQUIREMENTS 3

- THE DRT PURCHASE WAS A COVERT PURCHASE NOT A SOLE - SOURCE PURCHASE.

by the City Council; subsistence and travel expenses procured in accordance with instructions issued by the City Council; election expenses incurred by the City Clerk; library books and supplies procured by the person designated as City Librarian; data processing technical computer hardware and software leased or procured by the Data Processing Manager; special investigation services and rehabilitation services procured by the City's Risk Manager; purchases through the Stadium, Convention Center, and Golf Courses food and beverage reserve account which are approved by Convention Center, Stadium and Golf General Managers; recoverable event-related services and materials reimbursed by tenants of the Stadium and Convention Center. All services, leases or purchases by the above departments, divisions, or sections shall not exceed appropriations. (Ord. 3511-2: March 2, 1976; Ord. 4181-1: November 4, 1980; Ord. 4554-1: November 27, 1984; Ord. 4740-1: July 29, 1986; Ord. 5303-1: May 12, 1992)

Section 1.04.311: Confidential Police Operations

Outlines requirements for all purchases made by the Police Department for confidential, special or covert operations pursuant to the authority granted in Section 1.04.310.

SOLE SOURCE REQUESTS

Municipal Code 1.04.270 and Council Policy 306 require Purchasing to get competitive bids on all goods and services over $5,000. In some cases, departments request a particular service or commodity that is proprietary or available from only one source. Under those circumstances, the using department will need to supply a sole source justification to Purchasing, approved by the Department Head or Division Manger.

In most cases, items or services can be competitively bid as Council Policy 306 dictates. Many times, manufactured items can be bid through distributors, which would allow for competitive bidding. We find items/services once thought to be proprietary in nature or made by one source can now be found to have multiple sources. It is Purchasing's responsibility to make sure that all avenues are explored before a sole source is justified.

A sole source justification will require the following information:

1. The reasons why this product/service cannot be procured from any other source.
2. Why this product/service is necessary.
3. Why the particular part of the specification is required that necessitates a sole source.
4. The advantage of buying from this sole source instead of expanding the specifications to do a competitive bid.
5. Indication of what research, if any, has been done to locate competitive suppliers or equivalent products (e.g., contact company names, phone numbers and contact, when they were contacted, what they were asked, and the information that substantiated the sole source).
6. Any documentation from the manufacturer or vendor that verifies exclusivity.
7. The justification should be concurred and signed off by the department head or his/her designee.

It will be the buyer's responsibility to verify the information and let the user know if the sole source has been approved.

Sole Source Justification Forms are available in Purchasing. A sample is reproduced in Section 5: FORMS

PROCUREMENTS NOT HANDLED BY PURCHASING

The following are typical, but not all-inclusive, of procurements that are not handled by the Purchasing Division:

1. Public Works contracts (i.e., construction, improvements or demolition other than maintenance and repair jobs). Refer to Charter section 1211.
2. Professional and/or Consulting Services. Refer to Council Policy 401.
3. Purchase or disposition of real estate.
4. Confidential or covert items for the Police Department (Refer to code 1.04.311).
5. Subsistence and travel expenses.
6. Election expenses.
7. Library books and supplies
8. Investigative and rehabilitation services procured by the Risk Manager, Fire Chief or Chief of Police.
9. Purchases through the Convention Center and Golf Courses food and beverage accounts.
10. Recoverable event-related services and materials, which are reimbursed by tenants.
11. Procurement of electric power and water.
12. Insurance premiums.

RKB Integrated Display Page: AEL & SEL

Law Enforcement Equipment>>Equipment, Law Enforcement Surveillance

GENERAL

AEL / SEL Number: 13LE-00-SURV
Title: Equipment, Law Enforcement Surveillance
Description: Surveillance equipment and related accessories, including by not limited to: audio, data, and visual equipment. Includes electronic equipment such as Pen registers (equipment capable of capturing incoming and outgoing phone numbers, along with the duration of calls, without listening to the actual conversations). Also includes equipment designed to extract information from personal digital assistants (PDAs) and cellular devices such as cellular phones and messaging devices.



This item is part of both the AEL and SEL.

Operating Considerations (Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Use is subject to the prohibitions contained in Title III of the Omnibus Crime and Control and Safe Streets Act of 1968 (the "Wiretap Act"), 18 U.S.C. 2510-2521.
Other federal/state/local regulations.

Training Requirements (Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Core Training: Manufacturer's Specifications
Initial Training: Extensive (> 2 days)
Sustainment Training: Extensive (> 2 days)

GRANT ALLOWABILITY

State Homeland Security Program / Urban Area Security Initiative (SHSP/UASI): YES
Law Enforcement Terrorism Prevention Program (LETPP) or 2008 SHSP/UASI 25% Quota: YES
Metropolitan Medical Response System (MMRS): NO
Citizen Corps Program (CCP): NO
Emergency Management Performance Grant (EMPG): NO
Chemical Sector Buffer Zone Protection Program (Chem-BZPP) (2006 Only): YES
Buffer Zone Protection Program (BZPP): YES
Transit Security Grant Program (TSGP): YES
Port Security Grant Program (PSGP): YES
Intercity Bus Security Grant Program (IBSGP): NO
Urban Areas Security Initiative-Nonprofit Security Grant Program (UASI-NSGP): NO
Public Safety Interoperable Communications (PSIC): NO
Emergency Operations Center Grant Program (EOC): NO

Notes:
Use is subject to the prohibitions contained in Title III of the Omnibus Crime and Control and Safe Streets Act of 1968 (the "Wiretap Act"), 18 U.S.C. 2510-2521.

PREVIOUS NUMBERING

FY2004 AEL Number: 8.4
FY2005 AEL Number: 13.8
FY2006 AEL Number: 13.2.1
2007 AEL/SEL Number: 13LE-00-SURV

Related DHS Grant(s)
FY2006 Chemical Sector Buffer Zone Protection Program (Chem-BZPP)
FY2008 Law Enforcement Terrorism Prevention Program (LETPP)
FY2009 Port Security Grant Program (PSGP)
FY2009 State Homeland Security Program (SHSP)
FY2009 Transit Security Grant Program (TSGP)
FY2009 Urban Areas Security Initiative (UASI) Program
SEL Example Product(s) in RKB (not an exhaustive list)
Cell Phone Battery Transmitter
Cell Phone Battery Transmitter / Digital Recorder
Infrared Ice Light ICE Light
Infrared Telescopic Camera
Laser Surveillance System
Relevant LLIS Item(s)
Special Event Planning: Defining the Role of Volunteer Law Enforcement
Related Target Capability(ies) (TCL)
CBRNE Detection
Community Preparedness and Participation
Counter-Terror Investigation and Law Enforcement
Critical Infrastructure Protection
Emergency Operations Center Management
Emergency Public Safety and Security Response
Explosive Device Response Operations
Information Gathering and Recognition of Indicators and Warnings
Intelligence and Information Sharing and Dissemination
On-site Incident Management
Planning
Risk Management
Search and Rescue (Land-Based)
Structural Damage and Mitigation Assessment
Relevant Publication(s)
"Wiretap Act" USC Title 18
Relevant Weblink(s)
National Response Framework Resource Center

Reference herein to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government. Neither the United States Government nor any of its employees make any warranty, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose for any specific commercial product, process, or service referenced herein.

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RKB Integrated Display Page: AEL & SEL

Application Systems and Software>>Position Locating Systems>>Device, Global Positioning System (GPS)

GENERAL

AEL / SEL Number: 04AP-02-DGPS
Title: Device, Global Positioning System (GPS)
Description: Global Positioning System (GPS) receiving device, including self-contained handhelds, mobile mounted systems, and accessory devices to enable computers and communications devices.

This item is part of both the AEL and SEL.

Important Features
(Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Differential GPS (DGPS) compatible.
Wide Area Augmentation System (WAAS) enabled.

Operating Considerations
(Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Required unobstructed line of sight to satellites (not used indoors or underground).
There are several Coordinate Systems and Datum/Projections - it is critical that all involved systems (GIS, mapping, GPS receivers, etc.) are utilizing the same system AND projection.
Coordinate Systems may include: Lat/Long, State Plane, UTM, etc.
Consider external antenna options and live integration.
Datum/Projections may include: NAD 27, NAD 83, WGS 84, etc.

Training Requirements (Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Core Training: Per Manufacturer's Specifications
Initial Training: Minimal (<1 day)
Sustainment Training: Minimal (<1 day)

GRANT ALLOWABILITY

State Homeland Security Program / Urban Area Security Initiative (SHSP/UASI): YES
Law Enforcement Terrorism Prevention Program (LETPP) or 2008 SHSP/UASI 25% Quota: YES
Metropolitan Medical Response System (MMRS): YES
Citizen Corps Program (CCP): YES
Emergency Management Performance Grant (EMPG): YES
Chemical Sector Buffer Zone Protection Program (Chem-BZPP) (2006 Only): YES
Buffer Zone Protection Program (BZPP): YES
Transit Security Grant Program (TSGP): YES
Port Security Grant Program (PSGP): YES
Intercity Bus Security Grant Program (IBSGP): YES
Urban Areas Security Initiative-Nonprofit Security Grant Program (UASI-NSGP): NO
Public Safety Interoperable Communications (PSIC): NO
Emergency Operations Center Grant Program (EOC): YES

PREVIOUS NUMBERING

FY2005 AEL Number: 4.1
FY2006 AEL Number: 4.1.1.2
Spring 2006 SEL Number: 04AP-03-DGPS
2007 AEL/SEL Number: 04AP-02-DGPS

Related DHS Grant(s)

- FY2006 Chemical Sector Buffer Zone Protection Program (Chem-BZPP)
- FY2008 Emergency Operations Center Grant Program (EOC)
- FY2008 Law Enforcement Terrorism Prevention Program (LETPP)
- FY2009 Citizen Corps Program (CCP)
- FY2009 Emergency Management Performance Grant (EMPG)
- FY2009 Emergency Operations Center Grant Program (EOC)
- FY2009 Intercity Bus Security Grant Program (IBSGP)
- FY2009 Metropolitan Medical Response System (MMRS) Program
- FY2009 Port Security Grant Program (PSGP)
- FY2009 State Homeland Security Program (SHSP)
- FY2009 Transit Security Grant Program (TSGP)
- FY2009 Urban Areas Security Initiative (UASI) Program

SEL Example Product(s) in RKB (not an exhaustive list)

- CoBRA® Command Kit
- GPS Pathfinder ProXH
- GPS Pathfinder ProXT
- GeoBeacon Receiver
- GeoXH Standalone System
- GeoXM Standalone System
- GeoXT Standalone System
- Movement Tracking - Data Communications, Satellite Tracking & RFID Technology
- On-Scene Xplorer
- QTI Mapping-Logging System
- Search & Rescue Tracking System (SRTS)
- Trimble Recon GPS Card Edition
- UltiChart Airborne Law Enforcement 5000 System

Relevant LLIS Item(s)

- Disaster Medical Assistance Teams: Distributing Global Positioning System Units with City- and Street-Level Data
- Mass Evacuation: Developing a Contraflow Plan
- Resource Management: Tracking Emergency Response Vehicles

Related Target Capability(ies) (TCL)

- CBRNE Detection
- Citizen Evacuation and Shelter-In-Place
- Communications
- Counter-Terror Investigation and Law Enforcement
- Critical Resource Logistics and Distribution
- Emergency Operations Center Management
- Epidemiological Surveillance and Investigation
- Explosive Device Response Operations
- Fire Incident Response Support
- Information Gathering and Recognition of Indicators and Warnings
- Isolation and Quarantine
- Mass Prophylaxis
- Medical Surge
- On-site Incident Management
- Planning
- Search and Rescue (Land-Based)
- Structural Damage and Mitigation Assessment
- WMD and Hazardous Materials Response and Decontamination

Relevant Publication(s)

- Transport of Radiological Materials; Q&A About Incident Response

Relevant Weblink(s)

- National Response Framework Resource Center

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RKB Integrated Display Page: AEL & SEL

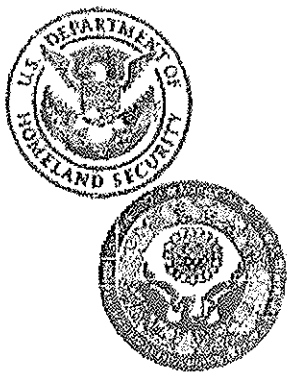
Hardware>>Peripherals>>Devices, Radio Frequency Identification

GENERAL

AEL / SEL Number: 04HW-02-RFID
Title: Devices, Radio Frequency Identification
Description: Radio Frequency Identification Devices (RFID) and associated readers.

Important Features
(Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Passive and/or active.
Tag and readers.

Operating Considerations
(Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Distance sensitive.
Reference security concerns - recent articles have demonstrated RFIDs to be extremely easy to spoof.



This item is part of both the AEL and SEL.

Training Requirements (Recommendations from IAB — NOT DHS requirement or part of DHS grant guidance): Core Training: Per Manufacturer's Specifications
Initial Training: Minimal (<1 day)
Sustainment Training: Minimal (<1 day)

GRANT ALLOWABILITY

State Homeland Security Program / Urban Area Security Initiative (SHSP/UASI): YES
Law Enforcement Terrorism Prevention Program (LETPP) or 2008 SHSP/UASI 25% Quota: YES
Metropolitan Medical Response System (MMRS): NO
Citizen Corps Program (CCP): NO
Emergency Management Performance Grant (EMPG): YES
Chemical Sector Buffer Zone Protection Program (Chem-BZPP) (2006 Only): YES
Buffer Zone Protection Program (BZPP): YES
Transit Security Grant Program (TSGP): YES
Port Security Grant Program (PSGP): YES
Intercity Bus Security Grant Program (IBSGP): NO
Urban Areas Security Initiative-Nonprofit Security Grant Program (UASI-NSGP): NO
Public Safety Interoperable Communications (PSIC): YES
Emergency Operations Center Grant Program (EOC): YES

PREVIOUS NUMBERING

FY2005 AEL Number: 4.16
FY2006 AEL Number: 4.2.5
Spring 2006 SEL Number: 04HW-02-RFID
2007 AEL/SEL Number: 04HW-02-RFID

Knowledge Links

Related DHS Grant(s)

- FY2006 Chemical Sector Buffer Zone Protection Program (Chem-BZPP)
- FY2007 Public Safety Interoperable Communications (PSIC) Grant Program
- FY2008 Emergency Operations Center Grant Program (EOC)
- FY2008 Law Enforcement Terrorism Prevention Program (LETPP)
- FY2009 Emergency Management Performance Grant (EMPG)

- FY2009 Emergency Operations Cent[illegible]rant Program (EOC)
- FY2009 Port Security Grant Program (PSGP)
- FY2009 State Homeland Security Program (SHSP)
- FY2009 Transit Security Grant Program (TSGP)
- FY2009 Urban Areas Security Initiative (UASI) Program

SEL Example Product(s) in RKB (not an exhaustive list)

- Electronic Vehicle Inspection Report (EVIR®)
- Movement Tracking - Data Communications, Satellite Tracking & RFID Technology

Relevant LLIS Item(s)

- Emergency Communications: Improving Special Frequency Radio Communications during a Mass Casualty Incident
- Emergency Communications: Installing Digital Radio Systems with Underground Reception Capabilities
- Emergency Communications: Using Common Identifiers for Command and General Staff
- Special Event Planning: Establishing Multiple Radio Channels

Related Target Capability(ies) (TCL)

- CBRNE Detection
- Communications
- Counter-Terror Investigation and Law Enforcement
- Critical Resource Logistics and Distribution
- Intelligence and Information Sharing and Dissemination
- Medical Supplies Management and Distribution
- WMD and Hazardous Materials Response and Decontamination

Relevant Weblink(s)

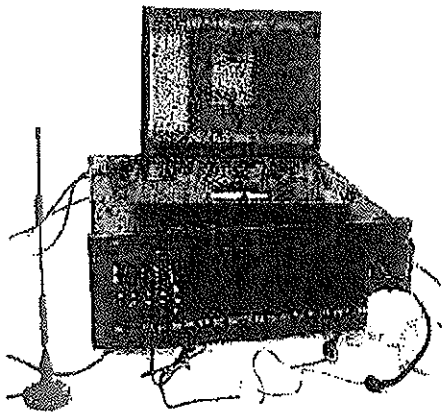
- National Response Framework Resource Center

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Digital Receiver Technology, Inc.

DRT1201B and DRT1202B



DESCRIPTION

The DRT1201B provides a compact, yet powerful, surveillance capability against a variety of analog and digital wireless standards.

[redacted]

DRT1202B – DC powered-version of the DRT1201B. Same features and accessories, but DC power input replaces AC power input. AC/DC adapter included.

[redacted]

[redacted]

- Small size and low power.
- User-friendly Graphical User Interface (GUI).
- Controlled from PC using Windows 2000/XP via Ethernet Interface.

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Specifications subject to change without notice
Rev. 6.0, October 2008

Specifications

Total Number of [redacted]

Maximum Number of [redacted]

Maximum Number of [redacted]

Maximum Number of [redacted]

Frequency Coverage: [redacted]

Audio Outputs: [redacted]

Compatible With: Windows 2000, XP

Dimensions: [redacted]

Weight: Typical weight: [redacted]

Weight varies with the number and type of modules installed [redacted]

Operating Temperature (Ambient): [redacted]

Power Consumption: [redacted]

Power Required: [redacted]

Control Interface: [redacted]

SRI Output Interfaces: [redacted]

Standard system ships with: [redacted]

- Hard PVC wheeled case with sturdy impact foam cutouts

Options:

- Fully configured Laptop PC [redacted]
- Training Video on CD-ROM

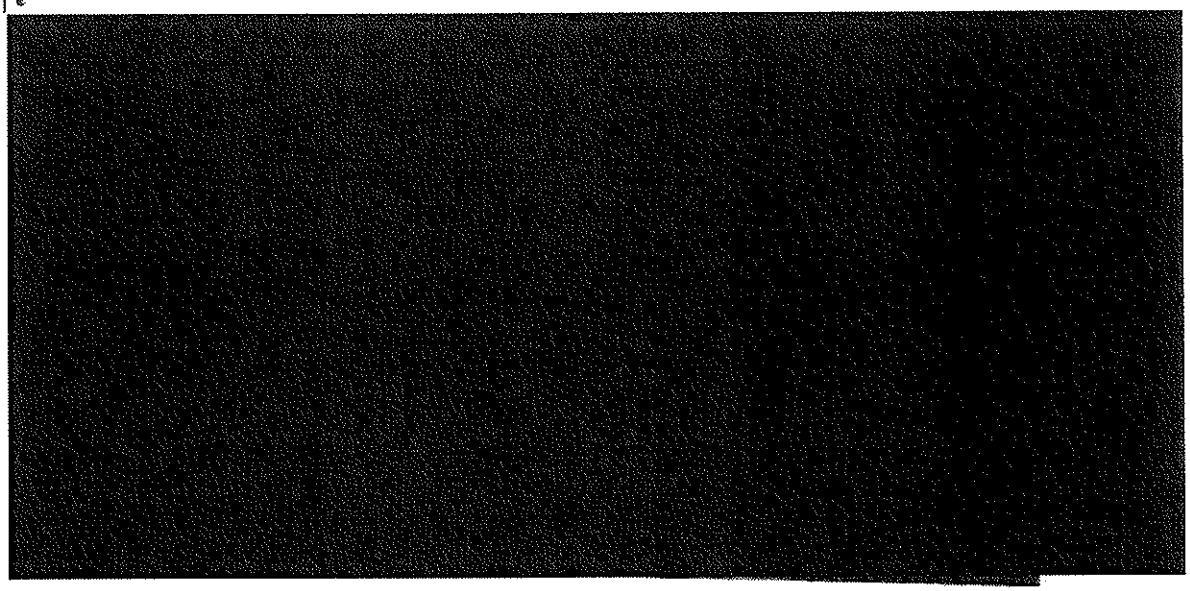
Warranty: Two Years

20250 Century Blvd., Suite 300, Germantown, MD 20874-1114
Phone: 301-916-5554 ~ Fax: 301-916-5787 ~ www.drtl.com ~ marketing@drtl.com

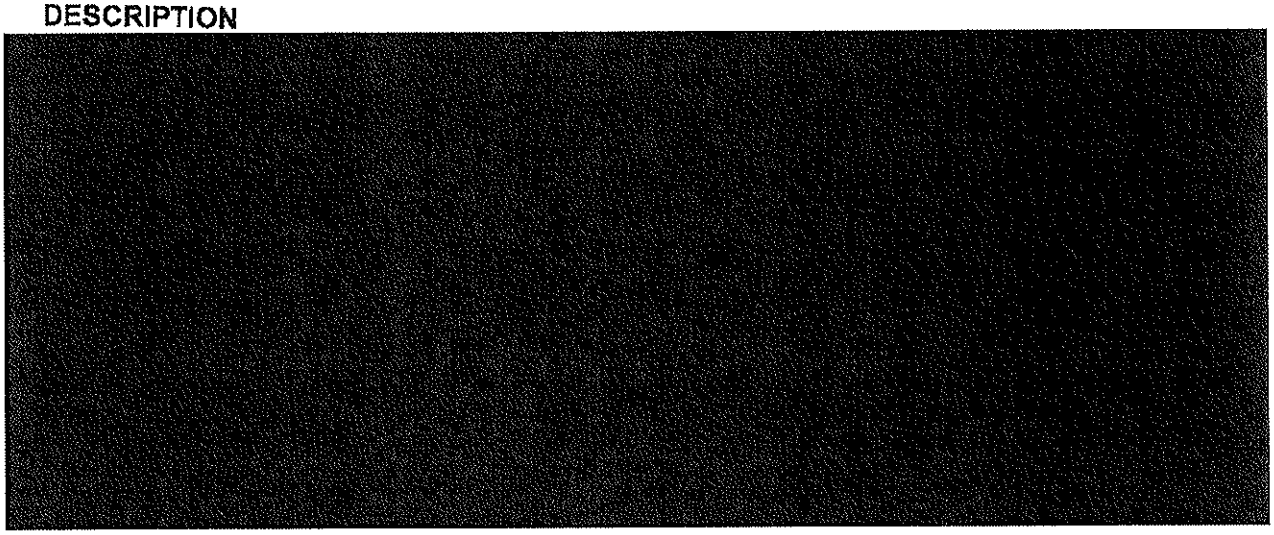
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Rev. 6.0, October 2008
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Digital Receiver Technology, Inc.

DF20C and DF45



DESCRIPTION

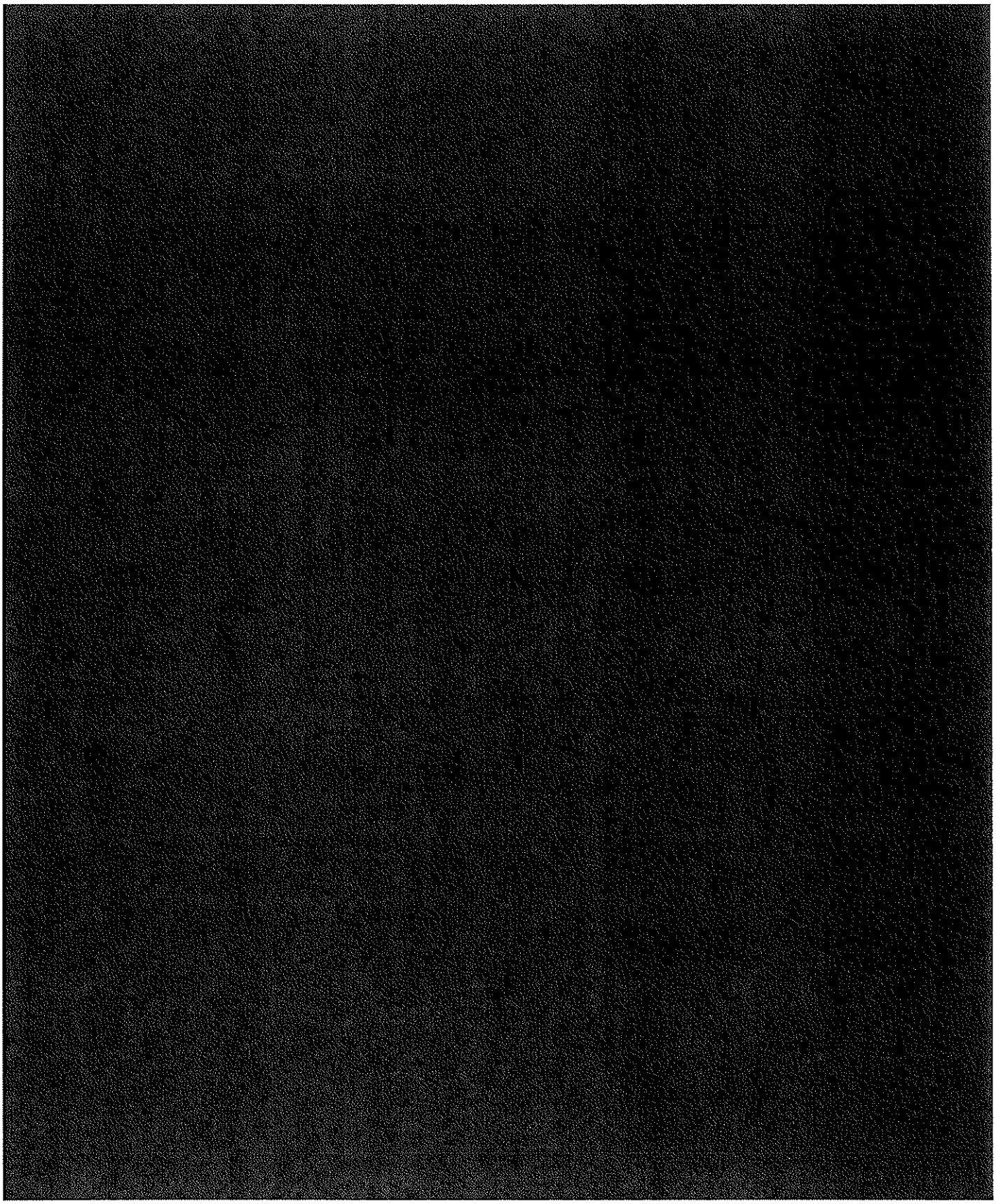


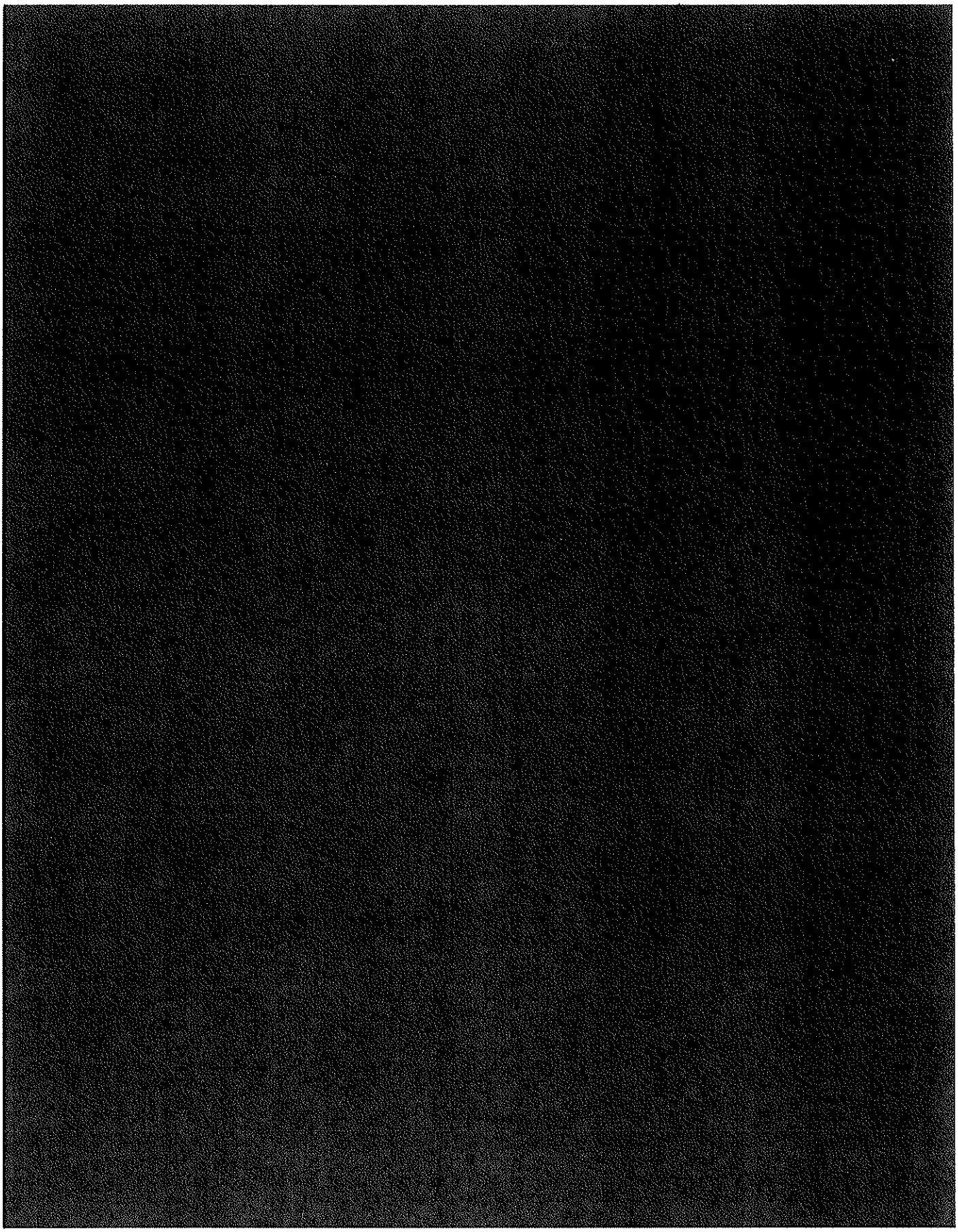
Features

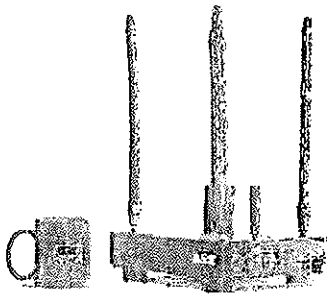
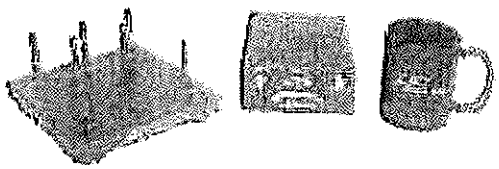
- [redacted]
- Lightweight
- [redacted]
- Very accurate
- [redacted]

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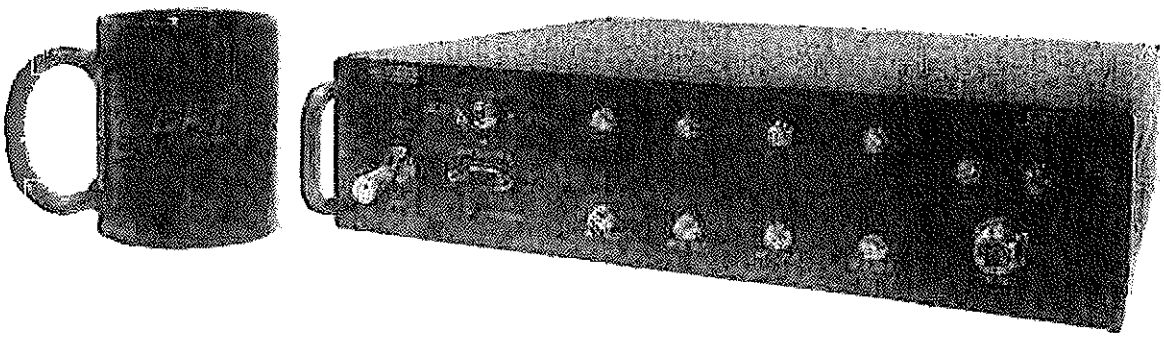
DF Product Comparison	DF20C	DF45
Frequency Ranges	[redacted]	[redacted]
System Components	Cables [redacted] Manual and Online Help Options: [redacted]	Cables [redacted] Manual and Online Help [redacted]
Weight	[redacted]	[redacted]
Photos	 DF20C with Long Antenna Elements Installed.	 DF45 with Processor Box, Low Profile—

20250 Century Blvd., Suite 300, Germantown, MD 20874-1114
Phone: 301-916-5554 ~ Fax: 301-916-5787 ~ www.drti.com ~ marketing@drti.com

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Rev. 2.4, March 2006

Digital Receiver Technology, Inc.

DRT9955B



DESCRIPTION

DRT9955B

[redacted]

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DRT9955B Specifications

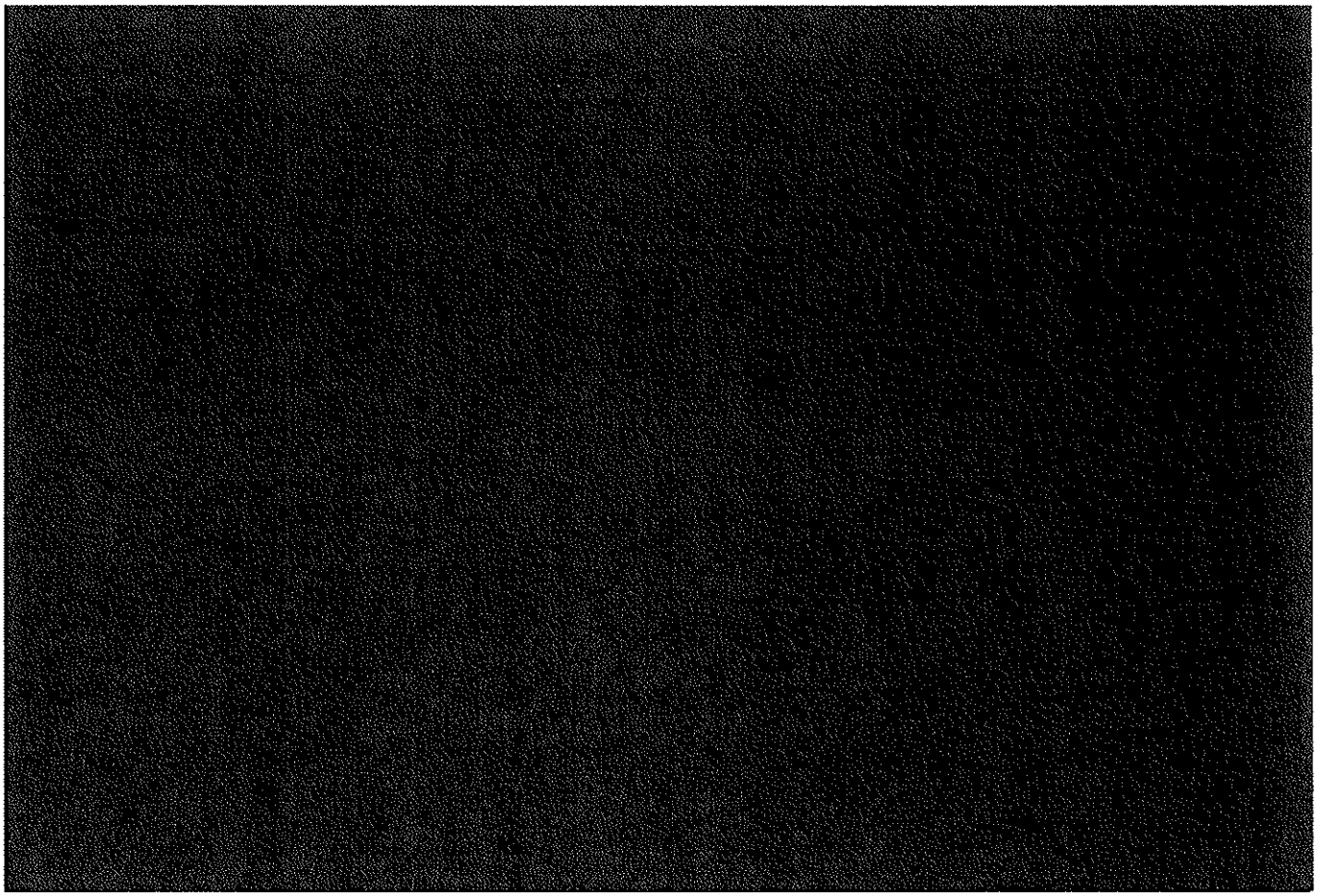
Parameter	Specification	Comment
Frequency Range	DRT9955B-1 : [redacted]	DRT9955B-1: [redacted]
	DRT9955B-2 : [redacted]	DRT9955B-2: [redacted]
RF Output Power	DRT9955B-1 : [redacted]	[redacted]
	DRT9955B-2 : [redacted]	[redacted]
Input/Output Impedance	[redacted]	
Input VSWR		
Output VSWR		
Voltage Supply		AC provided by external AC/DC adapter
Power Consumption	[redacted]	
Operating Temperature		External AC/DC adapter rated to +50C
Size	[redacted]	
RF In/ Out connectors		
Weight		

Standard system ships with:

- DRT9955B-X unit
- AC to DC adapter and power cables
- DRT9955B to [redacted]
- Hard PVC case with sturdy impact foam cutouts

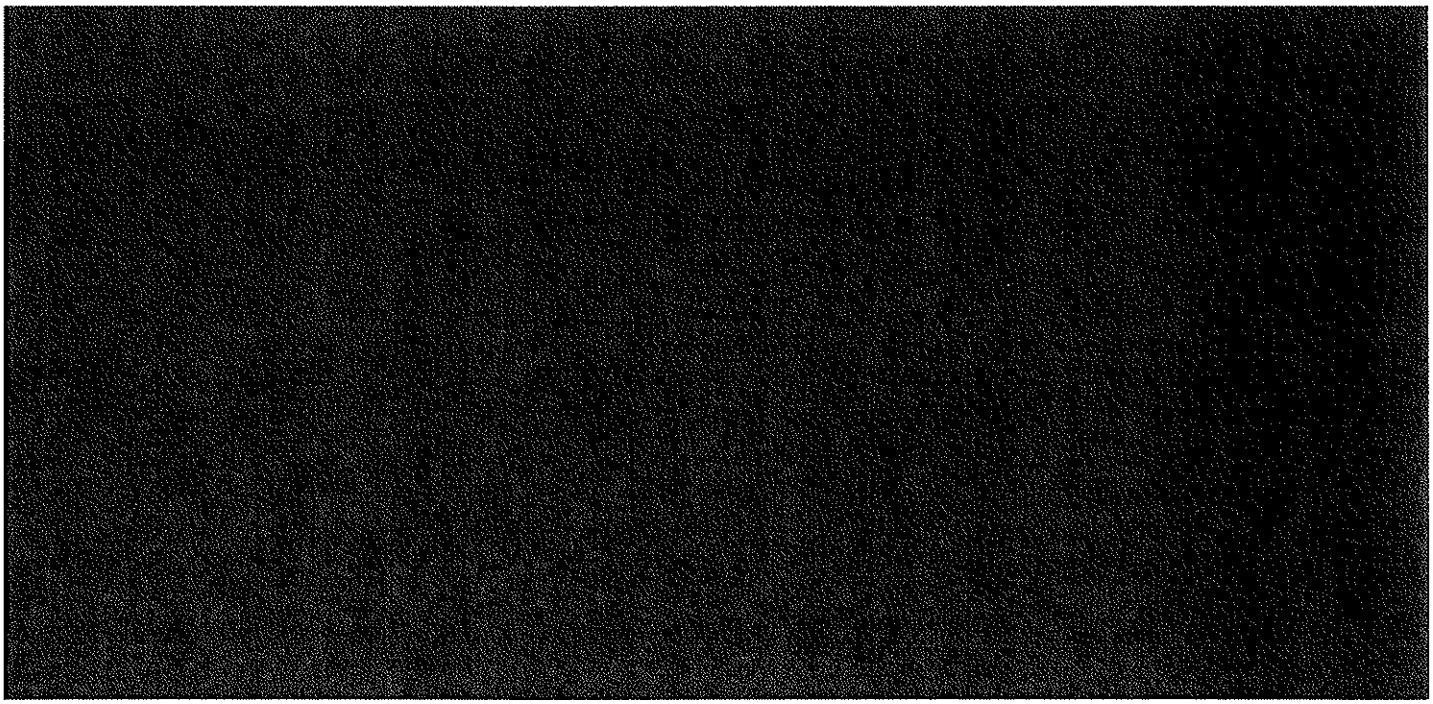
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Typical Operating Setup



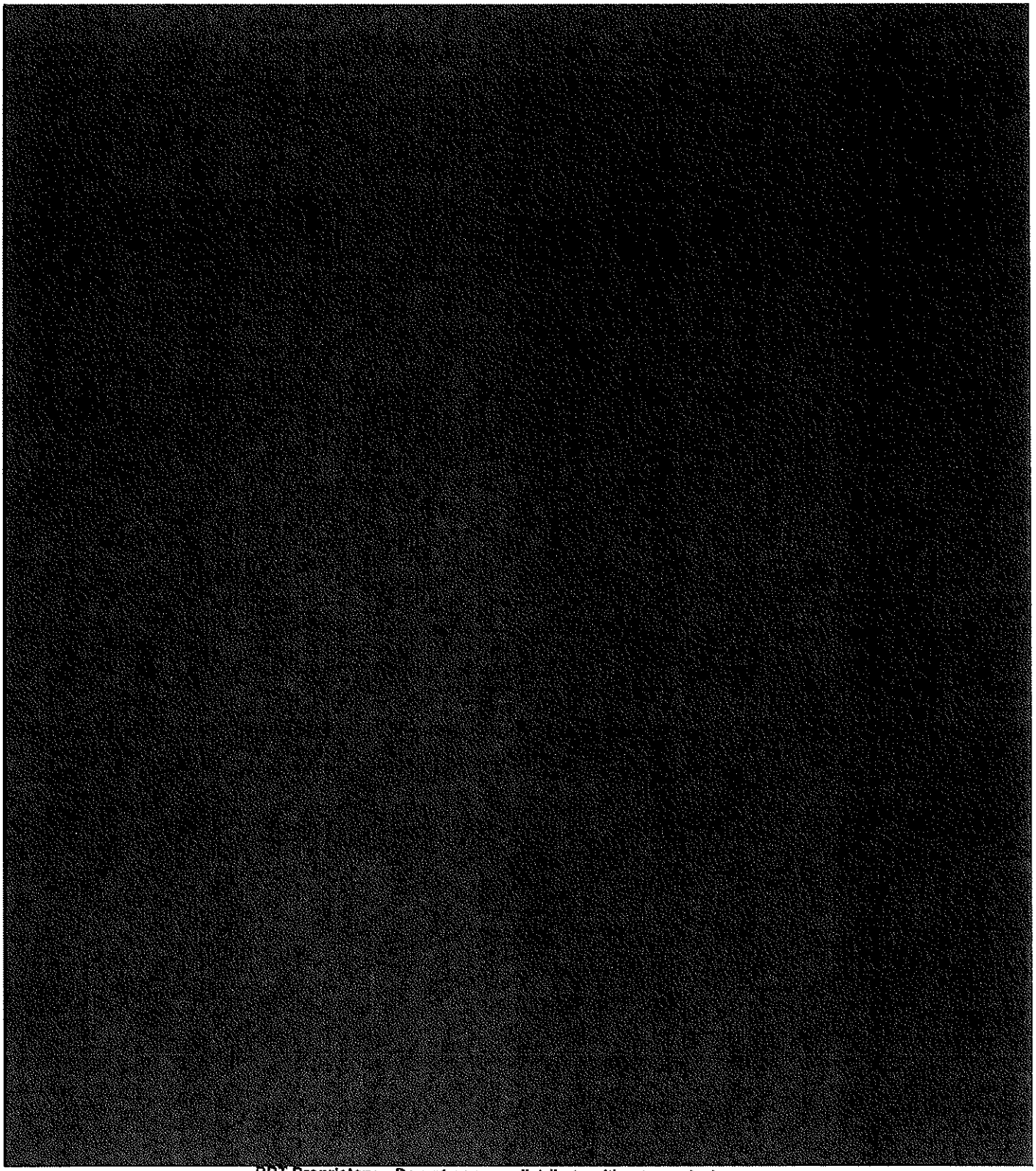
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DRT9955B-1 Block Diagram – Transmit Path



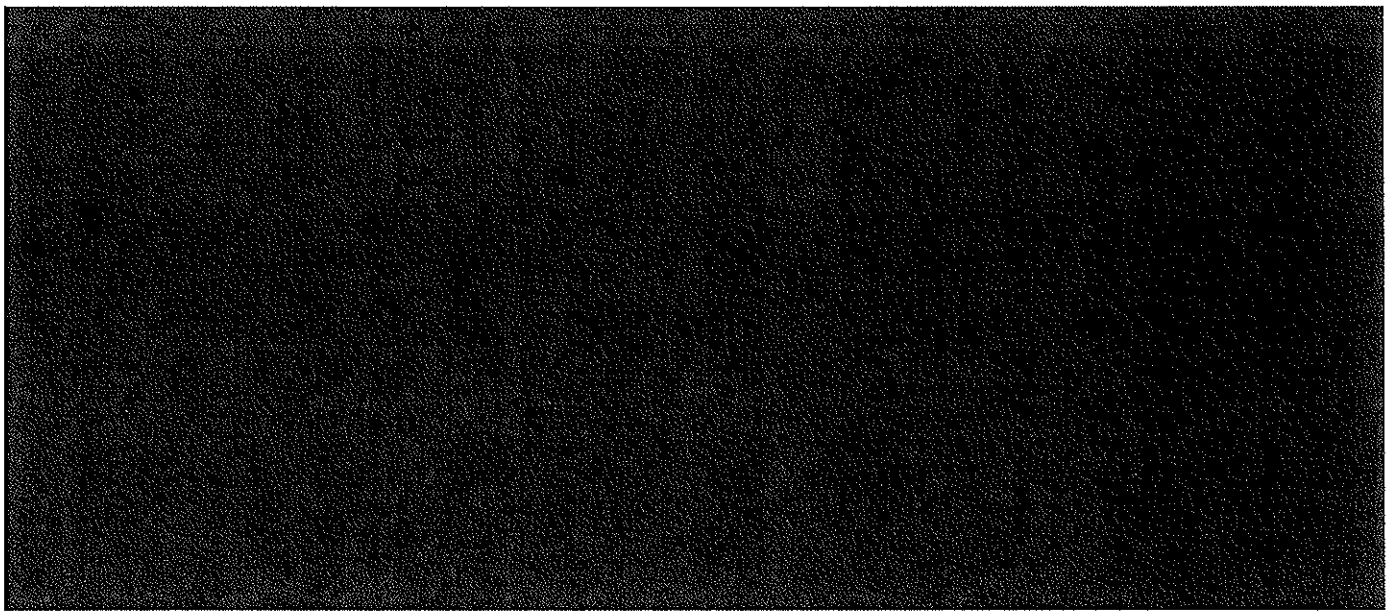
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Specifications subject to change without notice
Rev. 4.2, October 2007

DRT9955B-1 Block Diagram – Receive Path



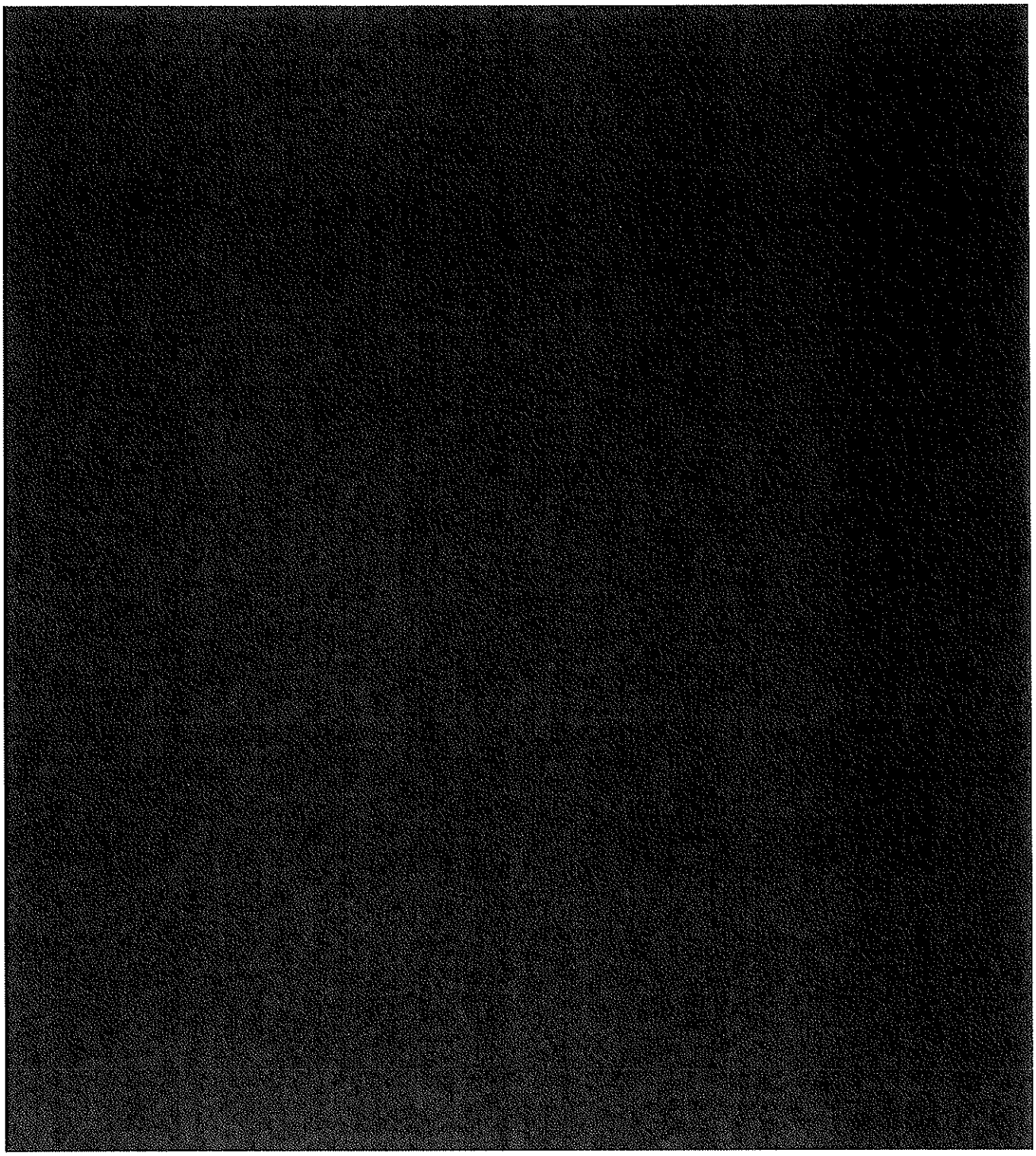
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Specifications subject to change without notice

DRT9955B-2 Block Diagram – Transmit Path



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Specifications subject to change without notice

DRT9955B-2 Block Diagram – Receive Path

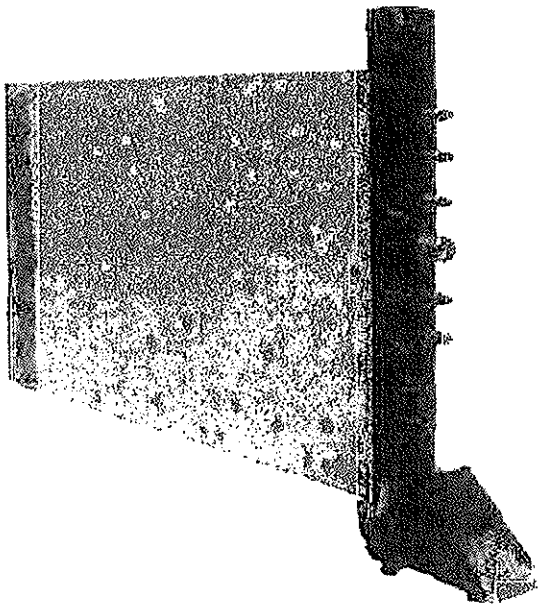


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Specifications subject to change without notice

Digital Receiver Technology, Inc.

TEX / TEX2

[redacted]



DESCRIPTION

[redacted]

The products described in this document are subject to the export regulations of the U.S. State and Commerce Departments. An export license may be required for the sale of these products outside the United States

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Specifications subject to change without notice
Rev. 5.5, November 2007

Specifications

RF Outputs

- Center Frequency
- Bandwidth
- Passband Ripple
- Output Power[1]
  - RF Out
- Output Power Accuracy

HF Output

- Frequency Range
- Output Power

RF Input

- RF IN

IF Input

- IF IN
- Passband Ripple (IF

Tuning Speed

Spurious Signals

RESTRICTED

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Rev. 5.5, November 2007

Intermodulation Distortion

[redacted]

Output Noise

[redacted]

Delay, Input to Output

[redacted]

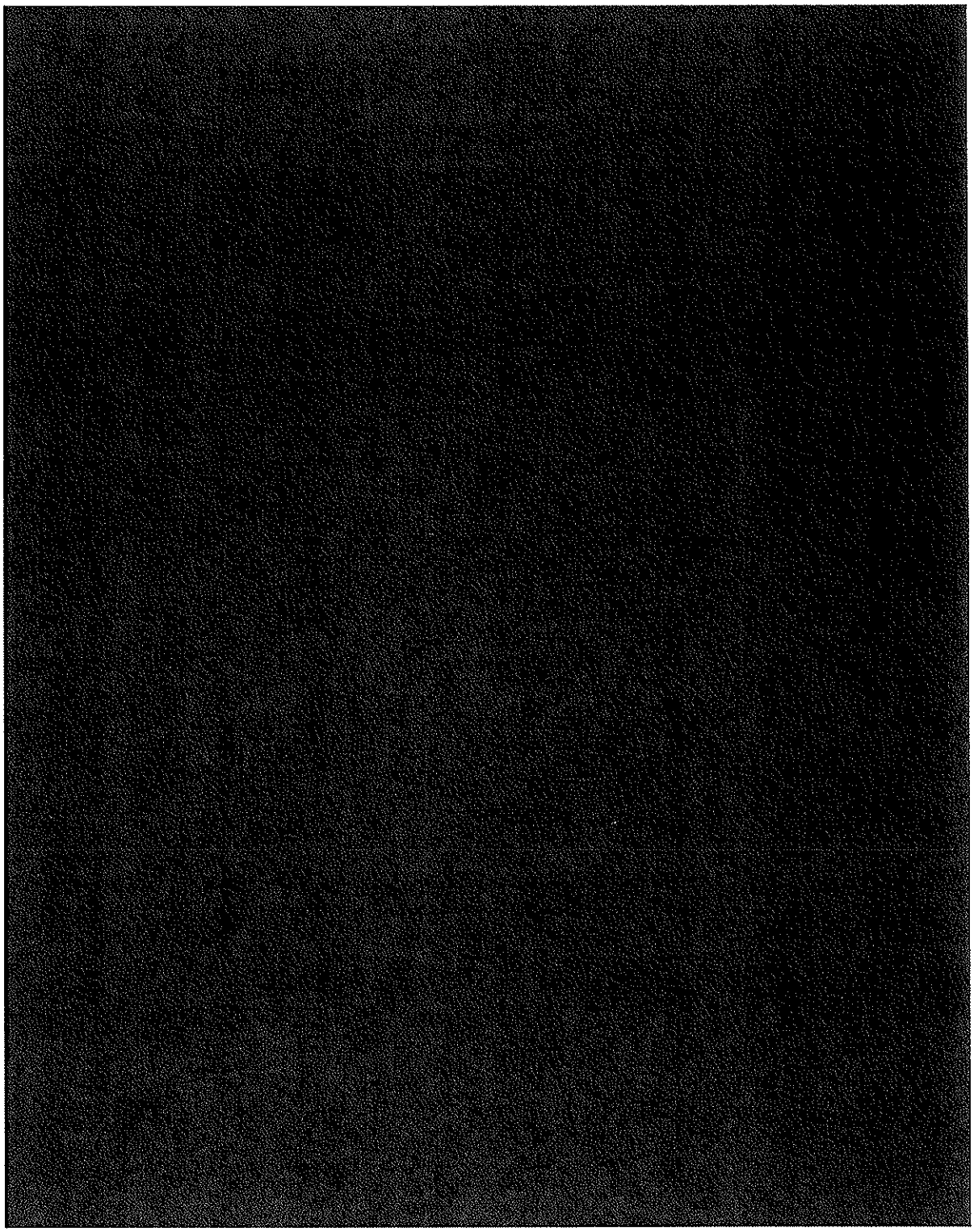
Physical / Environmental

- Operating Temperature
- Size
- Weight
- Power Consumption

[redacted]

[redacted]

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Rev. 5.5, November 2007



20250 Century Blvd., Suite 300, Germantown, MD 20874-1114
Phone: 301-916-5554 ~ Fax: 301-916-5787 ~ www.drti.com ~ marketing@drti.com

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Rev. 5.5, November 2007

HARRIS

Quote	QTE6779-03068
Date	6/23/2011
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,722

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	[redacted]	StingRay II	EA		$148,000.00	$148,000.00
1		[redacted] Software Package	EA		$22,000.00	$22,000.00
1		[redacted] Software Package	EA		$22,000.00	$22,000.00
1		[redacted] Software Package	EA		$22,000.00	$22,000.00
1		[redacted] Software	EA		$22,000.00	$22,000.00
		Purchasing this software is contingent on authorization and approval of the FBI NDA.				
1	2009523-101	Laptop PC	EA		$3,500.00	$3,500.00
1	[redacted]		EA		$16,400.00	$16,400.00
1			EA		$20,200.00	$20,200.00
1			EA		$18,550.00	$18,550.00
1			EA		$38,400.00	$38,400.00
		NOTE	*			$0.00
		Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum.				
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

HARRIS

Quote	QTE6779-03068
Date	6/23/2011
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net

Anaheim CA 92805

Ship To:

Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	3,722

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		$4,000.00	$4,000.00
		Purchasing this training is contingent on the approval and authorization of the [redacted] above.				
		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.				
		NOTE	*			$0.00
		Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				

Remit Payment To:

Electronic Funds Transfer (EFT):	*GCSD Mail Deposits:*	*GCSD Overnight Deliveries:*
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA [redacted]	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.

Subtotal	$349,050.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$349,050.00

STATE OF CALIFORNIA — CALIFORNIA EMERGENCY MANAGEMENT AGENCY

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 1/2 (Revise 07-09)

Date: 14-Dec-11

- ◯ Counter-Drug
- ◉ Homeland Security
- ◯ Emergency Response

Ordering Agency

Agency Name: Anaheim Police Department — Agency #: CA00300100
Address: 425 S. Harbor Blvd
City: Anaheim — Zip: 92805
POC: Investigator Ryan Tisdale
E-Mail: rtisdale@anaheim.net
Phone #: (714) 765-3838 — Cell#: [redacted] — Fax #: (714) 765-3805

Ship to

Agency Name: Anaheim Police Department
ATTN: Chad Meyer
Address: 425 S. Harbor Blvd
City: Anaheim — Zip: 95805

Order Justification:

The Anaheim Police Department desires to purchase covert surveillance equipment. This high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This equipment will be an upgrade to our current device. Without this upgrade to our system we will not be able to conduct covert surveillance [redacted]

Selected Vendor

Company Name: HARRIS CORP - Wireless Products Group — GSA Contract #: GS - 35F-0283J
GSA Schedule/ SIN # — — FEIN #: 04-2719777
Address: P.O. Box 9800, M/S R5-11A
City, State: Melbourne, Florida — Zip: 32902-9800
POC: Susan McCreery
E-Mail: smccreer@harris.com
Phone: (321) 309-7459 — Fax: (321) 409-6975

Selected Vendor Justification:

HARRIS CORP is the only company who makes a system capable of conducting [redacted] Secondly a competitive bidding process would allow this technology to become public record. Limiting the amount of public exposure related to this technology, law enforcement agencies throughout the country will preserve their investigative advantage over criminals and terrorist who are looking to thwart efforts to stop them.

1122 Program Use Only

Reviewed by 1122 staff — 1122 Review Date

☐ Approved ☐ Disapproved — Reason for non-approval:
☐ Non-GSA Vendor ☐ Non-GSA Item ☐ Savings Insufficient ☐ Justification Insufficient
☐ Vendor Justification Insufficient ☐ Non DHS Approved Equipment list ☐ Other *(please explain below)*

Comments

STATE OF CALIFORNIA — CALIFORNIA EMERGENCY MANAGEMENT AGENCY

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 2/2 (Revise 07-09)

Date 14-Dec-11

Ordering Agency

Agency Name: Anaheim Police Department — Agency #: CA00300100

POC: Investigator Ryan Tisdale — Email: rtisdale@anaheim.net

Phone #: (714) 765-3838 — Cell#: [redacted] — Fax #: (714) 765-3805

Part # *DHS-AEL #	Item Description	Quantity	Price	Cost	Retail	Savings	%Saved
[redacted] 13LE-00-SURV	[redacted]	1	$134,952.00	$134,952.00		-$134,952.00	0.00%
[redacted] 13LE-00-SURV	[redacted]	1	$18,419.00	$18,419.00		-$18,419.00	0.00%
[redacted] 13LE-00-SURV	[redacted]	1	$16,915.00	$16,915.00		-$16,915.00	0.00%
[redacted] 13LE-00-SURV	[redacted]	1	$14,954.00	$14,954.00		-$14,954.00	0.00%
[redacted] 04AP-02-DGPS	[redacted]	1	$35,015.00	$35,015.00		-$35,015.00	0.00%
[redacted] 13LE-00-SURV	[redacted]	1	$10,942.00	$10,942.00		-$10,942.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
			Subtotal	$231,197.00		-$231,197.00	0.00%
			Tax:	$0.00			
			Shipping:	$11,500.00			
			Order Total:	$242,697.00			

Please fax this Pre-Authorization form to:
1122 Program (916) 327-8714

* *DHS - AEL # - Department of Homeland Security, Authorized Equipment List Number (For Homeland Security Only)*

FY10 Anaheim and Santa Ana UASI Grant

Quarterly Project Status Report

Agency/ City Name:	Anaheim PD/Anaheim	Project Manager:	Ryan Tisdale
E-Mail Address:	rtisdale@anaheim.net	Phone Number:	714-497-5239

Please mark current reporting period, due dates in parenthesis.

- ☐ January 1 - March 31 (April 10th)
- ☐ April 1 - June 30 (July 10th)
- ☐ July 1 - September 30 (October 10th)
- ☒ October 1 - December 31 (January 10th)

Project & Solution Area:	Harris - Intel/Early Warning	Project Title:	Harris

Project Overall Status: 100% Complete

Milestones	Planned End Date	% Completed	Comments and Milestone Completion Status
Receive Hardware	December 15	100	Hardware received
Installation of Hardware	March 28	100	Hardware Install complete
Harris - Training	March 28	100	Training provided by Harris
TOTAL Project Budget:	$367,245.49	Total Spent:	$367,245.49

Accomplishments Completed this Quarter: Hardware received & installed

Accomplishments Planned for Next Quarter: None - Project Complete

Issues or Concerns: None

STATE OF CALIFORNIA
GSA ORDERING FORM - 1122 Program
(GSA Schedule Items Only)
CCOPP-1122CA (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 281 Date of Order: December 15, 2011

Ordering Agency

Agency Name: Anaheim Police Department LEA#: 3001

POC: Lieutenant Tim Miller

Phone #: (714) 497-6442 Cell#: Fax #: (714) 245-8098

Ship to

Agency Name: Anaheim Police Department

Address: 425 S. Harbor Blvd

City: Anaheim Zip: 92805

POC: Chad Meyer

Selected Vendor

Company Name: Harris Corp - Wireless Products Group GSA Contract#: GS-35F-0283J

POC: Susan McCreery

Phone #: (321) 309-7459 FAX: (321) 409-6975

Item#	Item Description	Qty	Price	Cost	Retail	Savings	Discount
[redacted]		1	134,952.00	134,952.00	148,000.00	13,048.00	8.82
		1	18,419.00	18,419.00	20,200.00	1,781.00	8.82
		1	16,915.00	16,915.00	13,550.00	1,635.00	8.81
		1	14,954.00	14,954.00	16,400.00	1,446.00	8.82
		1	35,015.00	35,015.00	38,400.00	3,385.00	8.82
		1	10,932.00	10,932.00	12,000.00	1,068.00	8.82
				Total:	341,392.00	374,550.00	33,158.00	8.85
				Shipping / Handling:	11,550.00			
				Sales Tax:				
				Grand Total:	352,942.00			

Authorizing Signature

This signed GSA Ordering form will be mailed to:
1122 Program, 3650 Schriever Avenue, Mather, CA 95655

Make your check payable to "CalEMA / 1122 Program".
Please write order# on the check and mail to:
CalEMA Accounting, 3650 Schriever Avenue, Mather, CA 95655

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.

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 SUBJECTED TO NEGLECT, 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

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
   i. Procure for Customer the right to continue using the Equipment;
   ii. Replace it with a substantially equivalent non-infringing equipment;
   iii. Modify it so it becomes non-infringing but substantially equivalent; or
   iv. 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:
   i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
   ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
   iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
   iv. 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's 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

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

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

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

Signature

Name

Title

Date

Customer

Signature

Name

Title

Date

HARRIS

Harris Proprietary

Quote	QTE6779-04910
Date	6/24/2014
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quotation

Bill To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

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.
	ANAHEIM PD		BEST WAY	Net 30	0/0/0000	5,794

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE Delivery 90 days after release of product or SW, 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
1	[redacted]	Delivery will be 90 days from initial product release, anticipated the end of Sept 2014.	EA		$55,000.00	$55,000.00

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA [redacted]	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	$55,000.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$55,000.00

A0287

TAX = $4,400

Kerrstyn Vega

From: Evelyn Lee
Sent: Thursday, February 26, 2009 2:51 PM
To: Kerrstyn Naretta
Subject: RE: DRT
Attachments: 08T0045_AnaheimPD_1201B0402_112608.pdf; sole source_Anaheim_120108 (2).pdf

Kerrstyn,

Here is the quote that Chad Meyer just forwarded to me & I just left the SSJ form in the DC's office for his signature (Stating that this equipment is similar to what is being used by other local law enforcement agencies....).

No, I don't want to get her logged either...

Thanks!!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Kerrstyn Naretta
Sent: Thursday, February 26, 2009 2:45 PM
To: Evelyn Lee
Subject: RE: DRT

Fran has always told me to wait until we are completely ready because she gets logged if she is unable to process a RQS within 2 business days. So that is why we always wait until we are absolutely ready to go. Although now it sounds like we won't be doing a SSJ because there are two vendors that offer the product.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 1:43 PM
To: Kerrstyn Naretta
Subject: Re: DRT

Kerrstyn, what I normally do is enter the RQS even when the SSJ isn't ready and just let Fran know that it will be sent via email once signature is obtained. But its probably better to wait....
Evelyn Lee
elee@anaheim.net
Cell: [redacted]
Sent via Blackberry

----- Original Message -----
From: Kerrstyn Naretta
To: Mark Cyprien; Evelyn Lee; Ben Hittesdorf; Cindy Nickel
Sent: Thu Feb 26 13:13:31 2009
Subject: RE: DRT

That is correct Mark. We can't/shouldn't enter the RQS until the Sole Source is complete and ready to go and signed off by the Chief.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 1:12 PM
To: Kerrstyn Naretta; Evelyn Lee; Ben Hittesdorf; Cindy Nickel
Subject: Re: DRT

Since the sole source issue hasn't even started the RQS seems premature at this point. If I'm way off base let me know.

----- Original Message -----
From: Kerrstyn Naretta
To: Evelyn Lee; Mark Cyprien; Ben Hittesdorf; Cindy Nickel
Sent: Thu Feb 26 13:08:24 2009
Subject: RE: DRT

No same process. We just need to make sure that the Sole Source is squared away before we enter the RQS.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 12:13 PM
To: Mark Cyprien; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

The RQS is usually the first step to get all necessary approvals... Unless UASI has a different process (Cindy / Kerrstyn?)

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 12:09 PM
To: Evelyn Lee; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

Don't we have to clear several hurdles before the RQS process?

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 12:00 PM
To: Mark Cyprien; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

RQS is usually entered by Kerrstyn or in the past Homeland Security Grant Coordinator for UASI funded purchases.... Believe Ben has the quote and Sole Source Justification ready to go to whoever will enter the RQS... Thanks!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 11:52 AM
To: Ben Hittesdorf
Cc: Evelyn Lee
Subject: RE: DRT

There is a process that involves the City Council's approval since the equipment is over $20,000. If it is a sole source verses a bidding process, this also needs to be explained. Evelyn or someone in Purchasing can walk you through the process. Once the paperwork is ready, notify Lisa Navarro in the Chief's office and she will get this item on the City Council's agenda. From the UASI side we will ask for all the paperwork related to the purchase and then seek reimbursement from the State for the money Anaheim "fronts" during the purchase process.

Clear as mud???

Call me if you hae questions.

Mark

-----Original Message-----
From: Ben Hittesdorf
Sent: Thursday, February 26, 2009 11:28 AM
To: Mark Cyprien
Subject: DRT

Joe told me SAPD has approved the apication.

Evelyn Lee tells me the purchase request and account number comes from your staff analyst. If isn't the case, what does my office need to do first?

Ben

CITY OF ANAHEIM

JUSTIFICATION FOR SOLE SOURCE

(Please fill out completely)

Today's Date: 2/26/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Officer Chad Meyer Phone # 714-497-5084 Requisition # 309-

Description of Item/Service: DRT [redacted] Total Cost: $ 182,660.00 (including tax, delivery, installation)

Requested Supplier: DRT - Digitial Receiver Technology, Inc. Date the Product or Service Needed: 03/26/09

Supplier's Contact Person: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:*** _____)

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #*** Please include Bid date)

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of*** _____ ***co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary .
(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase. Please see attached memo.

The equipment is similar to one used by DOJ; FBI, LAPD, San Bernardino County Sheriff's Department and US Marshals Office.

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: _____ Date 2/27/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer_____ Date_____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(if over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Template: Sole Source Justification Revised: Oct 2007

DRT
Digital ReceiverTechnology, Inc

November 26, 2008

In reply please refer to:
Quotation No. 08T0045

ATTN: Contracting Officer

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
001	**DRT 1201B 0402** [redacted] Consisting of the following items: [redacted] Includes [redacted] software and a two year hardware warranty are also included. [redacted] Unit comes with a DELL 8600 or equivalent laptop to control and operate the unit.	1	$110,150.00	$110,150.00
002	**DF20C-1** [redacted] Consisting of the following items: [redacted] antenna,nine 3-inch antenna elements, DRT DF software, [redacted] software, DF manual, [redacted] antenna, 25-ft. cable. [redacted]	1	$23,155.00	$23,155.00
003	**DRT/ITK-1A** [redacted] With Accessory Kit [redacted] includes: [redacted]	1	$49,375.00	$49,375.00

20250 Century Boulevard, Suite 300 • Germantown, Maryland 20874 • (301) 916-5554 • Fax (301) 916-5787

004	**All Formats Training** Consists of the following: 4 days of training at customer's facility in California, all formats the customer is needing instruction and training on, [redacted] one DRT trainer, expenses for the trainer to travel to and during the training session. Customer will provide equipment such as: DRT [redacted] This training will be at **NO CHARGE** to the customer.	1	**N/C**	**N/C**

Total Price **$182,680.00**

Items 001 through item 003 will be delivered 120 - 180 days after receipt of order. Shipping is FOB Destination (CONUS) and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT. This quotation is valid until 31 December 2008.

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher Teabo
Marketing Manager

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5554 · Fax (301) 916-5787

DRT
Digital ReceiverTechnology, Inc

20250 Century Blvd., Suite 300, Germantown, MD 20874
Phone: (301) 916-5554 x.263 • Fax: (301) 916-5767
Web: www.drtl.com • Email: MBeachley@drtl.com

1 December 2008

To: Investigator Chad Meyer, Anaheim Police Department
From: Christopher Teabo, Marketing Manager

Re: Sole Sourcing and Pricing

Sole Source Considerations for the DRT Systems:

1. ***The DRT Receivers are capable of*** [redacted] ***Additional formats and capabilities are in the developmental stage and all software developed over a minimum of two years from delivery is provided to the customer at no charge*.***
2. ***The DRT receiver capabilities include*** [redacted]
3. ***The DRT receiver is designed to*** [redacted]
4. ***The DRT receiver is designed to*** [redacted]
5. ***The DRT system supports*** [redacted]
6. [redacted]
7. [redacted]

DRT markets these [redacted] ***to the Intelligence Community, to Federal, State and Local Law Enforcement Agencies, and the Military Branches exclusively. There are no US Representatives for the DRT product line to date; sales are directly conducted between the customer and DRT Management. Shipping is included in the pricing of said receivers.***

Pricing is strictly controlled with our limited customer base.

This pricing is the same for Federal, Military, Intelligence and State & Local Governments.

For further information regarding the DRT systems, training options and extended warranties, please feel free to contact the undersigned.

Christopher Teabo, Marketing Manager
Digital Receiver Technology, Inc.
301 916 5554 x268
cteabo@drtl.com

Kerrstyn Vega

From: Kerrstyn Naretta
Sent: Tuesday, March 03, 2009 2:15 PM
To: Mark Cyprien
Subject: FW: DRT
Attachments: Signed Sole Source - DRT.pdf

Here is the signed Sole Source. Let me know when you would like me to enter the RQS.

Thanks,

K

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Tuesday, March 03, 2009 12:35 PM
To: Kerrstyn Naretta
Subject: RE: DRT

Kerrstyn,

Signed SSJ is attached.

I will route mail the original to you.

Thanks!!!!

Evelyn Lee
714-765-1404
elee@anaheim.net
-----Original Message-----
From: Kerrstyn Naretta
Sent: Thursday, February 26, 2009 2:57 PM
To: Evelyn Lee
Subject: RE: DRT

Evelyn,

Is it the City Sole Source form that you dropped off @ the Deputy Chiefs office? When he signs it, can you please send a copy over. Once it is approved, I'll enter the RQS.

Thanks Evelyn!

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 2:51 PM
To: Kerrstyn Naretta
Subject: RE: DRT

Kerrstyn,

Here is the quote that Chad Meyer just forwarded to me & I just left the SSJ form in the DC's office for his signature (Stating that this equipment is similar to what is being used by other local law enforcement agencies....).

No, I don't want to get her logged either...

Thanks!!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Kerrstyn Naretta
Sent: Thursday, February 26, 2009 2:45 PM
To: Evelyn Lee
Subject: RE: DRT

Fran has always told me to wait until we are completely ready because she gets logged if she is unable to process a RQS within 2 business days. So that is why we always wait until we are absolutely ready to go. Although now it sounds like we won't be doing a SSJ because there are two vendors that offer the product.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 1:43 PM
To: Kerrstyn Naretta
Subject: Re: DRT

Kerrstyn, what I normally do is enter the RQS even when the SSJ isn't ready and just let Fran know that it will be sent via email once signature is obtained. But its probably better to wait....
Evelyn Lee
elee@anaheim.net
Cell: [redacted]
Sent via Blackberry

----- Original Message -----
From: Kerrstyn Naretta
To: Mark Cyprien; Evelyn Lee; Ben Hittesdorf; Cindy Nickel
Sent: Thu Feb 26 13:13:31 2009
Subject: RE: DRT

That is correct Mark. We can't/shouldn't enter the RQS until the Sole Source is complete and ready to go and signed off by the Chief.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 1:12 PM
To: Kerrstyn Naretta; Evelyn Lee; Ben Hittesdorf; Cindy Nickel
Subject: Re: DRT

Since the sole source issue hasn't even started the RQS seems premature at this point. If I'm way off base let me know.

----- Original Message -----
From: Kerrstyn Naretta
To: Evelyn Lee; Mark Cyprien; Ben Hittesdorf; Cindy Nickel
Sent: Thu Feb 26 13:08:24 2009
Subject: RE: DRT

No same process. We just need to make sure that the Sole Source is squared away before we enter the RQS.

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 12:13 PM
To: Mark Cyprien; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

The RQS is usually the first step to get all necessary approvals... Unless UASI has a different process (Cindy / Kerrstyn?)

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 12:09 PM
To: Evelyn Lee; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

Don't we have to clear several hurdles before the RQS process?

-----Original Message-----
From: Evelyn Lee
Sent: Thursday, February 26, 2009 12:00 PM
To: Mark Cyprien; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: RE: DRT

RQS is usually entered by Kerrstyn or in the past Homeland Security Grant Coordinator for UASI funded purchases.... Believe Ben has the quote and Sole Source Justification ready to go to whoever will enter the RQS... Thanks!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

-----Original Message-----
From: Mark Cyprien
Sent: Thursday, February 26, 2009 11:52 AM
To: Ben Hittesdorf
Cc: Evelyn Lee
Subject: RE: DRT

There is a process that involves the City Council's approval since the equipment is over $20,000. If it is a sole source verses a bidding process, this also needs to be explained. Evelyn or someone in Purchasing can walk you through the process. Once the paperwork is ready, notify Lisa Navarro in the Chief's office and she will get this item on the City Council's agenda. From the UASI side we will ask for all the paperwork related to the purchase and then seek reimbursement from the State for the money Anaheim "fronts" during the purchase process.

Clear as mud???

Call me if you hae questions.

Mark

-----Original Message-----
From: Ben Hittesdorf

Sent: Thursday, February 26, 2009 11:28 AM
To: Mark Cyprien
Subject: DRT

Joe told me SAPD has approved the apication.

Evelyn Lee tells me the purchase request and account number comes from your staff analyst. If isn't the case, what does my office need to do first?

Ben

CITY OF ANAHEIM

JUSTIFICATION FOR SOLE SOURCE

(Please fill out completely)

Today's Date: 2/26/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Officer Chad Meyer Phone # 714-497-5084 Requisition # 309-

Description of Item/Service: DRT [redacted] Total Cost: $ 182,680.00 (including tax, delivery, installation)

Requested Supplier: DRT - Digital Receiver Technology, Inc. Date the Product or Service Needed: 03/26/09

Supplier's Contact Person: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:*** _____)

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #*** Please provide bid date _____)

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of*** _____ ***co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary _____.
(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase. Please see attached memo.
The equipment is similar to one used by DOJ; FBI, LAPD, San Bernardino County Sheriff's Department and US Marshals Office.

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: _____ Date 2/27/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer _____ Date _____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(If over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Template: Sole Source Justification Revised: Oct 2007

Kerrstyn Vega

From: Evelyn Lee
Sent: Thursday, March 26, 2009 12:19 PM
To: Kerrstyn Naretta
Cc: Ryan Tisdale; Chad Meyer
Subject: FW: Info re: DRTI
Attachments: sole source_Anaheim_031209.pdf; 09T0008_AnaheimPD_032609_rev1.pdf; 090319 anaheim pd - [redacted] configuration GSA.pdf; DRTI Sole Source 3-25-09.pdf

Kerrstyn,

Attached are updated documents re: the request for purchase of the DRTI equipment.

The quote does not include sales tax so I entered a NTE amount of $237,000 at current rate of 7.75%; and with a note that the NTE will be $239,000 at the increased 8.75% sales tax rate.

I will forward the original SSJ to you in route mail. Chad mentioned he had been working closely with Ryan on this project so if you have any technical questions they would be able to help you. Other questions, please feel free to call or email me.

PS: Just for reference, there is a second quote attached from Harris (however, their quote is based on a quantity of 2).

Thank you!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

From: Chad Meyer
Sent: Thursday, March 26, 2009 8:15 AM
To: Evelyn Lee
Subject: FW: Info

Hi Evelyn. Here is the sole source information and an updated quote (this is the newest quote as of today. DRT had to make a modification to some wording on it, no change to the price). DRT does not include tax in their total price.

Chad

From: Teabo, Christopher [mailto:cteabo@drti.com]
Sent: Thursday, March 26, 2009 6:43 AM
To: Chad Meyer
Subject: RE: Info

I revised the existing sole source letter to reflect the necessary verbiage needed for the [redacted] Also, DRT does not include tax in our price. I needed to make one change to the quote, so I have attached it as well.

From: Chad Meyer [mailto:CMeyer@anaheim.net]
Sent: Wednesday, March 25, 2009 5:33 PM
To: Teabo, Christopher
Subject: Info

Hi Chris,

I just had a meeting with our financing people and they had two questions:

1. Can we get new sole source documentation for the [redacted] machine?
2. Is tax already included in the total price or do we just need to add the appropriate taxes.

Everyone on our end is working real hard on this. We should get it approved by our city council next month and should have everything approved before the end of April.. Hopefully we will place the order by then too..

Chad Meyer
714-497-5084

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

DRT
Digital ReceiverTechnology, Inc

20250 Century Blvd., Suite 300, Germantown, MD 20874
Phone: (301) 916-5554 x.263 • Fax: (301) 916-5787
Web: www.drti.com • Email: MBeachlev@drti.com

26 March 2009

To: Ryan Tisdale, Anaheim Police Department
From: Christopher Teabo, Marketing Manager

Re: Sole Sourcing and Pricing

Sole Source Considerations for the DRT Systems:

1. ***The DRT*** [redacted] ***Additional formats and capabilities, such as*** [redacted] ***are in the developmental stage and all software developed over a minimum of two years from delivery is provided to the customer at no charge*. All of these formats can be performed with just one radio.***
2. ***The DRT*** [redacted] ***capabilities include*** [redacted]
3. ***The DRT*** [redacted] ***is designed to*** [redacted]
4. ***The DRT*** [redacted] ***is designed to*** [redacted]
5. ***The DRT*** [redacted]
6. [redacted]
7. [redacted]

DRT markets these [redacted] ***to the Intelligence Community, to Federal, State and Local Law Enforcement Agencies, and the Military Branches exclusively. There are no US Representatives for the DRT product line to date; sales are directly conducted between the customer and DRT Management. Shipping is included in the pricing of said receivers.***

Pricing is strictly controlled with our limited customer base.

This pricing is the same for Federal, Military, Intelligence and State & Local Governments.

For further information regarding the DRT systems, training options and extended warranties, please feel free to contact the undersigned.

Christopher Teabo, Marketing Manager
Digital Receiver Technology, Inc.
301 916 5554 x268
cteabo@drtl.com

Harris Proprietary Information - Do Not Distribute

HARRIS [redacted]

WIRELESS products group

3/19/2009

Technology	Part Number	Description	Unit Price	Qty (ea.)	Total Price
[redacted]	[redacted]	[redacted] - GSA Pricing	$ 134,952	2	$ 269,904
		[redacted]	$ 22,000	2	$ 44,000
		[redacted]	$ 22,000	2	$ 44,000
		[redacted]	$ 22,000	2	$ 44,000
	[redacted]	Dell Latitude D630 Laptop PC Controller	$ 3,500	2	$ 7,000
	[redacted]	[redacted]	$ 14,000	2	$ 28,000
		[redacted]	$ 17,500	2	$ 35,000
		[redacted]	$ 16,000	2	$ 32,000
		[redacted]	$ 3,800	2	$ 7,600
		[redacted]	$ 35,015	2	$ 70,030
		[redacted]	[redacted]		$ 581,534
Training Classes [redacted]	TRAIN-MLB	Training-Melbourne, FL [redacted]	$ 4,000	2	$ 8,000
	TRAIN-MLB	Training-Melbourne, FL [redacted]	$ 4,000	2	$ 8,000
	TRAIN-MLB	Training-Melbourne, FL [redacted]	$ 4,000	2	$ 8,000
			Training Price		$ 24,000
			Total System Price		$ 605,534

NOTES

Standard Delivery is 120 Days ARO

[redacted] Hardware platform comes standard without Software. Protocol Software (CDMA, GSM, or iDEN) must be purchased separately (includes SDR and Controller Software)

[redacted] Hardware platform comes standard without a controller computer. A Laptop or Mini PC must be purchased separately

The unit prices above include 1 year Hardware warranty and 1 year access to Software upgrades for the protocol(s) purchased

1 Year extended Maintenance Agreements are available for 15% of the line item prices for the [redacted] system

Maintenance Agreements provide for an additional 12 months of extended Hardware warranty and Software upgrades

Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise) with 4 students maximum per class

Contact: Lin Vinson
Major Account Manager

Phone: 321-309-7773
Cell: 321-258-2583
Email: lin.vinson@harris.com

Harris Proprietary Information - Do Not Distribute

DRT
Digital ReceiverTechnology, Inc

March 24, 2009

In reply please refer to:
Quotation No. 09T0008

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
001	**DRT1183C-033** [redacted] Includes the following items: [redacted] This system will support AC or DC power operations. A laptop will be include with the receiver to [redacted] The receiver also comes with a two year hardware warranty.	1	$182,510.00	$182,510.00
002	**DF280** [redacted]	1	$19,995.00	$19,995.00
003	**DRT9955B-1** [redacted]	1	$16,700.00	$16,700.00
4	**All Formats Training** Consists of the following: One (1) 5 day class session of training at customer's facility in California, all formats the customer is needing instruction and training on, one DRT trainer, expenses for the trainer to travel to and during the training session. Customer will provide equipment such as [redacted] This training will come at **No Charge** to the customer.	1	**N/C**	**N/C**
			Total Price	**$219,205.00**

Items 001 through 003 will be delivered 120 - 150 days after receipt of order. Items 001 and 002 have yet to be evaluated,tested, and certified by the Federal Communications Commission. Shipping is FOB Destination (CONUS) and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT. This quotation is valid until 30 April 2009.

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5554 · Fax (301) 916-5787

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher Teabo
Marketing Manager

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5564 · Fax (301) 916-5787

CITY OF ANAHEIM

JUSTIFICATION FOR SOLE SOURCE

(Please fill out completely)

Today's Date: 3/25/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Investigator Chad Meyer Phone # 714-497-5084 Requisition # _____

Description of Item/Service: DRT [redacted] Total Cost: $ NTE: $237,000 * (including tax, delivery, installation)

Requested Supplier: DRT - Digital Receiver Technology, Inc. Date the Product or Service Needed: 04/30/09

Supplier's Contact Person: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

* NTE: $237,000 (at 7.75% Sales Tax Rate) or $239,000 (at 8.75% Sales Tax Rate)

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:_____)***

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #***Please include Bid date***)***

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of _____ co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary

(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase of a DRT [redacted] for multi-agency investigative purposes [redacted] The DRT equipment is similar to equipment used by DOJ, FBI, LAPD, San Bernardino County Sheriff's Department, and the US Marshals office. Please see attached memo.

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: _____ Date 3/25/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer_____ Date_____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(If over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Template: Sole Source Justification Revised: Oct 2007

Kerrstyn Vega

From: Kerrstyn Naretta
Sent: Thursday, March 26, 2009 1:36 PM
To: Frances Riggs
Cc: Ryan Tisdale
Subject: FW: Info re: DRTI
Attachments: sole source_Anaheim_031209.pdf; 09T0008_AnaheimPD_032609_rev1.pdf; 090319 anaheim pd [redacted]configuration GSA.pdf; DRTI Sole Source 3-25-09.pdf

Hi Fran,

Attached is the revised sole source for the DRT project that Ryan discussed with you. DRT is not only cheaper but it is also the only equipment that [redacted] currently on the market. When you have a chance, can you please look it over and let us know what you think.

Thanks,

Kerrstyn

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

From: Evelyn Lee
Sent: Thursday, March 26, 2009 12:19 PM
To: Kerrstyn Naretta
Cc: Ryan Tisdale; Chad Meyer
Subject: FW: Info re: DRTI

Kerrstyn,

Attached are updated documents re: the request for purchase of the DRTI equipment.

The quote does not include sales tax so I entered a NTE amount of $237,000 at current rate of 7.75%; and with a note that the NTE will be $239,000 at the increased 8.75% sales tax rate.

I will forward the original SSJ to you in route mail. Chad mentioned he had been working closely with Ryan on this project so if you have any technical questions they would be able to help you. Other questions, please feel free to call or email me.

PS: Just for reference, there is a second quote attached from Harris (however, their quote is based on a quantity of 2).

Thank you!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

DRT
Digital ReceiverTechnology, Inc

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Web: www.drti.com • Email: MBeachlev@drti.com

26 March 2008

To: Ryan Tisdale, Anaheim Police Department
From: Christopher Teabo, Marketing Manager

Re: Sole Sourcing and Pricing

Sole Source Considerations for the DRT Systems:

1. ***The DRT*** [redacted] ***Additional formats and capabilities, such as*** [redacted] ***are in the developmental stage and all software developed over a minimum of two years from delivery is provided to the customer at no charge*. All of these formats can be performed with just one radio.***
2. ***The DRT*** [redacted] ***capabilities include*** [redacted]
3. ***The DRT*** [redacted] ***is designed to*** [redacted]
4. ***The DRT*** [redacted] ***is designed to*** [redacted]
5. ***The DRT*** [redacted]
6. [redacted]
7. [redacted]

DRT markets these [redacted] ***to the Intelligence Community, to Federal, State and Local Law Enforcement Agencies, and the Military Branches exclusively. There are no US Representatives for the DRT product line to date; sales are directly conducted between the customer and DRT Management. Shipping is included in the pricing of said receivers.***

Pricing is strictly controlled with our limited customer base.

This pricing is the same for Federal, Military, Intelligence and State & Local Governments.

For further information regarding the DRT systems, training options and extended warranties, please feel free to contact the undersigned.

Christopher Teabo, Marketing Manager
Digital Receiver Technology, Inc.
301 918 5564 x268
cteabo@drti.com

HARRIS [redacted]

WIRELESS products group

3/19/2009

Technology	Part Number	Description	Unit Price	Qty (ea.)	Total Price
[redacted]	[redacted]	[redacted] GSA Pricing#	$ 134,952	2	$ 269,904
			$ 22,000	2	$ 44,000
			$ 22,000	2	$ 44,000
			$ 22,000	2	$ 44,000
	Laptop PC (2009523-101)	Dell Latitude D630 Laptop PC Controller	$ 3,500	2	$ 7,000
	[redacted]	[redacted]	$ 14,000	2	$ 28,000
			$ 17,500	2	$ 35,000
			$ 16,000	2	$ 32,000
			$ 3,800	2	$ 7,600
			$ 35,015	2	$ 70,030
			[redacted]		$ 581,534
Training Classes [redacted]	TRAIN-MLB	Training-Melbourne, FL [redacted]	$ 4,000	2	$ 8,000
	TRAIN-MLB	Training-Melbourne, FL	$ 4,000	2	$ 8,000
	TRAIN-MLB	Training-Melbourne, FL	$ 4,000	2	$ 8,000
			Training Price		$ 24,000
			Total System Price		$ 605,534

NOTES

Standard Delivery is 120 Days ARO

[redacted] Hardware platform comes standard without Software. Protocol Software (CDMA, GSM, or iDEN) must be purchased separately (includes SDR and Controller Software)

[redacted] Hardware platform comes standard without a controller computer. A Laptop or Mini PC must be purchased separately

The unit prices above include 1 year Hardware warranty and 1 year access to Software upgrades for the protocol(s) purchased

1 Year extended Maintenance Agreements are available for 15% of the line item prices for the [redacted] system

Maintenance Agreements provide for an additional 12 months of extended Hardware warranty and Software upgrades

Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise) with 4 students maximum per class

Contact: Lin Vinson
Major Account Manager

Phone: 321-309-7773
Cell: 321-258-2583
Email: lin.vinson@harris.com

Harris Proprietary Information - Do Not Distribute

DRT
Digital ReceiverTechnology, Inc

March 24, 2009

In reply please refer to:
Quotation No. 09T0008

Dear Sir or Madam,

Digital Receiver Technology (DRT) is pleased to quote the following:

Item	Description	Qty.	Unit Price	Extended Price
001	DRT1183C-033[redacted] [redacted] includes the following items: [redacted] This system will support AC or DC power operations. A laptop will be include with the receiver to [redacted] The receiver also comes with a two year hardware warranty.	1	$182,510.00	$182,510.00
002	DE280 [redacted]	1	$19,995.00	$19,995.00
003	DRT9955B-1 [redacted]	1	$16,700.00	$16,700.00
4	**All Formats Training** Consists of the following: One (1) 5 day class session of training at customer's facility in California, all formats the customer is needing instruction and training on, one DRT trainer, expenses for the trainer to travel to and during the training session. Customer will provide equipment such as: [redacted] This training will come at **No Charge** to the customer.	1	**N/C**	**N/C**
			Total Price	**$219,205.00**

Items 001 through 003 will be delivered 120 - 150 days after receipt of order. Items 001 and 002 have yet to be evaluated,tested, and certified by the Federal Communications Commission. Shipping is FOB Destination (CONUS) and Payment Terms are NET 30 Days. DRT, Inc.'s standard terms and conditions apply. Credit card purchases exceeding $25,000 shall be subject to a three percent (3%) surcharge to defray associated bank fees incurred by DRT. This quotation is valid until 30 April 2009.

20250 Century Boulevard, Suite 300 • Germantown, Maryland 20874 • (301) 916-5554 • Fax (301) 916-5787

Please contact the undersigned on extension 268, if you have any technical questions. For contractual or administrative information, please contact John Zeender, on extension 392.

Sincerely,

Christopher Teabo
Marketing Manager

20250 Century Boulevard, Suite 300 · Germantown, Maryland 20874 · (301) 916-5554 · Fax (301) 916-5787

CITY OF ANAHEIM

JUSTIFICATION FOR SOLE SOURCE

(Please fill out completely)

Today's Date: 3/25/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Investigator Chad Meyer Phone # 714-497-5084 Requisition # _____

Description of Item/Service: DRT [redacted] Total Cost: $ NTE: $237,000 * (including tax, delivery, installation)

Requested Supplier: DRT - Digital Receiver Technology, Inc Date the Product or Service Needed: 04/30/09

Supplier's Contact Person: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

* NTE: $237,000 (at 7.75% Sales Tax Rate) or $239,000 (at 8.75% Sales Tax Rate)

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:*** _____)

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #*** Please provide Bid date _____)

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of*** _____ ***co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary _____
(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase of a DRT [redacted] for multi-agency investigative purposes [redacted] The DRT equipment is similar to equipment used by DOJ, FBI, LAPD, San Bernardino County Sheriff's Department, and the US Marshals office. Please see attached memo

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: [signature] Date 3/25/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer _____ Date _____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(if over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Template: Sole Source Justification Revised: Oct 2007

Kerrstyn Vega

From: Chad Meyer
Sent: Thursday, March 26, 2009 4:34 PM
To: Frances Riggs; Ryan Tisdale
Cc: Kerrstyn Naretta; Evelyn Lee; John Vasquez
Subject: Re: Info re: DRTI

I will have a memo for u tonight that will explain everything.

Chad meyer

From: Frances Riggs
To: Ryan Tisdale; Chad Meyer
Cc: Kerrstyn Naretta; Evelyn Lee; John Vasquez
Sent: Thu Mar 26 16:31:54 2009
Subject: RE: Info re: DRTI
Hello, All--

I've reviewed the material, and need a lot more info in order to be able to write a staff report. The only fact that is totally clear is that this product is not available from distributors. I have only the vaguest idea of what this request is for.

My questions:

1. Why do we need this product?
2. How will the City use this? [redacted]
3. How did we determine that this is the only product that will suffice? (Why don't we want the Harris product?) Has it been tested? Does it matter that this product hasn't been evaluated, tested and certified by FCC? What happens if FCC says "no?"
4. SSJ states this product is "similar" to equipment used by DOJ, FBI, etc. Do they are use something else? or is it the same? Will this purchase enable us to co-ordinate with those agencies, or is our equipment solely for City investigations?
5. Has the initial expenditure (assuming reimbursement through UASI funds) been OK'd by Budget?
6. Since delivery would be delayed for 4 or 5 months ARO, will UASI reimburse us if this isn't paid for in 2009?
6. The March 24 quote expires on April 30. Will they honor the pricing/extend beyond that date since the earliest this could get to Council is probably May 19? (In order to get it on the April 28 agenda, I would have to submit the completed staff report to my boss by March 31, which doesn't appear likely.)

It would help immensely if someone could address these questions and respond with a memo to me that I can convert into a staff report -- assuming I know nothing (which is 100% true!) about this need and how this purchase will meet that need.

I'm here tomorrow (Friday) but off on Monday, the 30th. I'll be out in your neck of the woods on Tuesday morning for a meeting with Minh Nguyen (9:00 - 10:00 am). If anybody wants to meet to discuss this then, let me know.

Fran Riggs
Ph: 714.765.4093
Fax: 714.765.5288

From: Kerrstyn Naretta
Sent: Thursday, March 26, 2009 1:36 PM
To: Frances Riggs
Cc: Ryan Tisdale
Subject: FW: Info re: DRTI

Hi Fran,

Attached is the revised sole source for the DRT project that Ryan discussed with you. DRT is not only cheaper but it is also the only equipment that [redacted] currently on the market. When you have a chance, can you please look it over and let us know what you think.

Thanks,

Kerrstyn

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net

From: Evelyn Lee
Sent: Thursday, March 26, 2009 12:19 PM
To: Kerrstyn Naretta
Cc: Ryan Tisdale; Chad Meyer
Subject: FW: Info re: DRTI

Kerrstyn,

Attached are updated documents re: the request for purchase of the DRTI equipment.

The quote does not include sales tax so I entered a NTE amount of $237,000 at current rate of 7.75%; and with a note that the NTE will be $239,000 at the increased 8.75% sales tax rate.

I will forward the original SSJ to you in route mail. Chad mentioned he had been working closely with Ryan on this project so if you have any technical questions they would be able to help you. Other questions, please feel free to call or email me.

PS: Just for reference, there is a second quote attached from Harris (however, their quote is based on a quantity of 2).

Thank you!!!

Evelyn Lee
714-765-1404
elee@anaheim.net

Kerrstyn Vega

From: Ryan Tisdale
Sent: Friday, March 27, 2009 8:37 AM
To: Evelyn Lee; Chad Meyer
Cc: Kerrstyn Naretta
Subject: RE: Info re: DRTI

Hi Evelyn,

Yes, I will address questions 5 and 6 and get those answers to Fran.

Thanks, Ryan

From: Evelyn Lee
Sent: Thursday, March 26, 2009 10:14 PM
To: Ryan Tisdale; Chad Meyer
Cc: Kerrstyn Naretta
Subject: Re: Info re: DRTI

Ryan/Kerrstyn,

Chad has submitted a memo to answer most of Fran's questions.

Can you address or answer questions 5 and 6 of Fran's email re: UASI funds, please (or maybe Cindy or Mark)?

Thank you!!!
Evelyn Lee
elee@anaheim.net
Cell: [redacted]
Sent via Blackberry

From: Frances Riggs
To: Ryan Tisdale; Chad Meyer
Cc: Kerrstyn Naretta; Evelyn Lee; John Vasquez
Sent: Thu Mar 26 16:31:54 2009
Subject: RE: Info re: DRTI

Hello, All--

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It would help immensely if someone could address these questions and respond with a memo to me that I can convert into a staff report -- assuming I know nothing (which is 100% true!) about this need and how this purchase will meet that need.

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Thanks,

Kerrstyn

Kerrstyn Naretta
Anaheim Police Dept.
Special Ops- Homeland Security
ph. 714-765-3846
fax 714-765-3805
knaretta@anaheim.net<mailto:knaretta@anaheim.net>
From: Evelyn Lee
Sent: Thursday, March 26, 2009 12:19 PM
To: Kerrstyn Naretta
Cc: Ryan Tisdale; Chad Meyer

Subject: FW: Info re: DRTI

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I will forward the original SSJ to you in route mail. Chad mentioned he had been working closely with Ryan on this project so if you have any technical questions they would be able to help you. Other questions, please feel free to call or email me.

PS: Just for reference, there is a second quote attached from Harris (however, their quote is based on a quantity of 2).

Thank you!!!

Evelyn Lee
714-765-1404
elee@anaheim.net<mailto:elee@anaheim.net>

Kerrstyn Vega

From: Cindy Nickel
Sent: Monday, March 30, 2009 9:04 AM
To: Ryan Tisdale
Cc: Mark Cyprien; Kerrstyn Naretta
Subject: RE: Questions regarding DRT

In response to your questions:

5. Santa Ana needs to provide a signed authorization to spend the money from the 2007 Award, and
6. The purchase needs to be received and paid by December 31, 2009.

Sincerely,
Cindy Nickel

-----Original Message-----
From: Ryan Tisdale
Sent: Friday, March 27, 2009 9:01 AM
To: Brian McElhaney
Cc: Mark Cyprien; Cindy Nickel
Subject: Questions regarding DRT

Good Morning,

Regarding the purchase of the DRT, Fran Riggs has a few questions she would like answered. I figured before I attempt to give her the answers I wanted to run it by you first. Chad Meyer answered the majority of the technical and functional questions she had already.

Questions:

5. Has the initial expenditure (assuming reimbursement through UASI funds) been OK'd by Budget?
6. Since delivery would be delayed for 4 or 5 months ARO, will UASI reimburse us if this isn't paid for in 2009?

I am not sure of the answer to question #5

For question #6, I was planning on telling her that it depends on what grand year we take the money out of. If it is taken out of 2008 it will not be a problem but if we take the funds out of 2007 like we originally planned we would request a performance bond to insure we will not have to ask the State for an extension if receipt of the DRT does not fall in our award window.

Thanks for your help,

Ryan

Kerrstyn Vega

From: Cindy Nickel
Sent: Monday, March 30, 2009 10:05 AM
To: Ryan Tisdale
Cc: Kerrstyn Naretta
Subject: DRT AEL Number

For the DRT

From: Bardwell, Cameron@OHS [mailto:Cameron.Bardwell@ohs.ca.gov]
Sent: Monday, March 30, 2009 9:46 AM
To: Cindy Nickel
Subject: RE: AEL Number

Hi Cindy,

I have to say, after reading both descriptions on the AEL and knowing that one is for radios and one is for surveillance. I would have to say that

AEL # 13LE-00-SURV
Surveillance equipment and related accessories, including but not limited to: audio, data and visual equipment. Includes electronic equipment such as PEN
registers (equipment capable of capturing incoming and outgoing phone numbers, along with the duration of calls, without listening to the actual conversation).
Also includes equipment designed to extract information from personal digital assistants (PDA's) and cellular devices such as cellular phones and messaging
devices.
is the correct AEL number.

Thank you

Cameron Bardwell

Program Representative
California Emergency Management Agency
Sacramento, CA 95814
(916) 322-8740- main
(916) 324-5902- fax

From: Cindy Nickel [mailto:CNickel@anaheim.net]
Sent: Monday, March 30, 2009 8:32 AM
To: Bardwell, Cameron@OHS
Cc: Ryan Tisdale
Subject: RE: AEL Number

Surveillance.

From: Bardwell, Cameron@OHS [mailto:Cameron.Bardwell@ohs.ca.gov]
Sent: Friday, March 27, 2009 8:01 AM

To: Cindy Nickel
Subject: RE: AEL Number

Hi Cindy,

My question is, is this a surveillance system or is it a radio?

Thank you

Cameron Bardwell
Program Representative
California Emergency Management Agency
Sacramento, CA 95814
(916) 322-8740- main
(916) 324-5902- fax

From: Cindy Nickel [mailto:CNickel@anaheim.net]
Sent: Thursday, March 26, 2009 5:25 PM
To: Bardwell, Cameron@OHS
Cc: Ryan Tisdale
Subject: AEL Number

Dear Cameron:

Our UASI is looking to purchase a DRT1183C-033/PRS [redacted] The system has several components, including a [redacted] which is also needed. However, the only two AEL number choices for antennas are as follows:

1. **AEL # 13LE-00-SURV**
Surveillance equipment and related accessories, including but not limited to: audio, data and visual equipment. Includes electronic equipment such as PEN registers (equipment capable of capturing incoming and outgoing phone numbers, along with the duration of calls, without listening to the actual conversation).
Also includes equipment designed to extract information from personal digital assistants (PDA's) and cellular devices such as cellular phones and messaging devices.

2. **AEL # 04AP-02-DGPS**
Global Positioning System (GPS) receiving device, including self-contained handhelds, mobile mounted systems, and accessory devices to enable computers and communication devices.

The antenna is described further as a DRT9955B-1. [redacted] This PA works in coordination with the DRT1183C [redacted]

Do you agree, we can use AEL # 04AP-02-DGPS under the "accessory devices" component?

If you have any questions or concerns, please call me at 714-765-3841.

Sincerely,
Cindy Nickel
Police Grants Coordinator
Special Operations Division
Homeland Security Bureau

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

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Kerrstyn Vega

From: Evelyn Lee
Sent: Tuesday, April 21, 2009 1:11 PM
To: Mark Cyprien; Kerrstyn Naretta
Subject: Memo - attached

RE: DRTI



DRTI - CMO approval memo....

Evelyn Lee
Anaheim Police Department
Budget & Finance Bureau
Phone: (714) 765-1404
Fax: (714) 765-1554
Email: elee@anaheim.net

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Dave Morgan, City Manager

From: John Welter, Chief of Police

Date: April 6, 2009

RE: **Covert Purchase Request**

The Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The cost of the equipment is $239,000. This is a sole source purchase as there are no current competing technologies, manufactures or suppliers.

APPROVED BY:

John Welter, Chief of Police

Dave Morgan, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680

Kerrstyn Vega

From: Ryan Tisdale
Sent: Thursday, October 08, 2009 2:18 PM
To: Bryan Santy; Ben Hittesdorf; Cindy Nickel; Kerrstyn Naretta
Subject: DRT Update

Per FedEx DRT should arrive at the main station at 1030 tomorrow morning. Chad is ready to pick up the device. He will bring the device to our office to be bar-coded either Friday or most likely Tuesday.

Ryan

Ryan Tisdale
Anaheim Police Department
Special Operations Division
Homeland Security Bureau
(714) 765-3838 Desk
[redacted] *Cell*

Kerrstyn Vega

From: Jennifer Sorensen
Sent: Thursday, October 15, 2009 1:50 PM
To: Kerrstyn Naretta
Subject: RE: Digital Receiver Technology Inc Check Request

Hi Kerrstyn,

Yes, it is the one attached to the check request. Do you want me to scan and email it to you?

Thanks
Jennifer

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

From: Kerrstyn Naretta
Sent: Thursday, October 15, 2009 1:49 PM
To: Jennifer Sorensen
Subject: Re: Digital Receiver Technology Inc Check Request

Is there any way you can send me a copy of that? Or is that the one that was attached to the check request? Sorry- at training so I don't have access to it.

Thanks Jennifer!

From: Jennifer Sorensen
To: Kerrstyn Naretta
Sent: Thu Oct 15 13:46:40 2009
Subject: RE: Digital Receiver Technology Inc Check Request
Hi Kerrstyn,

Are you sure about the sole source? I am looking a memo from Chief Welter to the City Manager stating that "this is a sole source purchase."

Thanks
Jennifer

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

From: Kerrstyn Naretta
Sent: Thursday, October 15, 2009 1:45 PM

To: Jennifer Sorensen
Subject: Re: Digital Receiver Technology Inc Check Request

Hi Jennifer,

It wasn't sole source, it is a covert purchase. Let me know if that helps and if we need anything else.

Thanks!!

Kerrstyn

From: Jennifer Sorensen
To: Kerrstyn Naretta
Sent: Thu Oct 15 13:42:48 2009
Subject: Digital Receiver Technology Inc Check Request

Hi Kerrstyn,

I hope all is well with you. With regards to this subject check request, did we complete the appropriate sole source documentation for this vendor? Do you have a copy of it that you can scan and email me?

Thanks!
Jennifer

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

Kerrstyn Vega

From: Jennifer Sorensen
Sent: Thursday, October 15, 2009 1:54 PM
To: Kerrstyn Naretta
Subject: Digital Receiver
Attachments: Sbzh750_fin09101510490.pdf

Here you go.... Thanks Kerrstyn.

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

From: bzh750_finance@anaheim.net [mailto:bzh750_finance@anaheim.net]
Sent: Thursday, October 15, 2009 11:49 AM
To: Jennifer Sorensen
Subject: Message from bzh750_finance

City of Anaheim
POLICE DEPARTMENT
Investigations Division

To: Dave Morgan, City Manager

From: John Welter, Chief of Police

Date: April 6, 2009

RE: **Covert Purchase Request**

The Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The cost of the equipment is $239,000. This is a sole source purchase as there are no current competing technologies, manufactures or suppliers.

APPROVED BY:

John Welter, Chief of Police

Dave Morgan, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1923
FAX: 714.765.1680

Kerrstyn Vega

From: Jennifer Sorensen
Sent: Thursday, October 15, 2009 2:13 PM
To: Kerrstyn Naretta
Subject: RE: Digital Receiver

Great, thanks. Hopefully she can send it over pretty soon so that I can get this check request included in our next check run.

Thanks again. Sorry to keep catching you at your training sessions!

Jennifer

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

From: Kerrstyn Naretta
Sent: Thursday, October 15, 2009 2:09 PM
To: Jennifer Sorensen
Subject: Re: Digital Receiver

Thanks Jennifer- Cindy is sending over the sole source.

Kerrstyn

From: Jennifer Sorensen
To: Kerrstyn Naretta
Sent: Thu Oct 15 13:53:35 2009
Subject: Digital Receiver
Here you go.... Thanks Kerrstyn.

Jennifer Sorensen
City of Anaheim
Finance Department
(714) 765-5100 Ext 5418

From: bzh750_finance@anaheim.net [mailto:bzh750_finance@anaheim.net]
Sent: Thursday, October 15, 2009 11:49 AM
To: Jennifer Sorensen
Subject: Message from bzh750_finance

Kerrstyn Vega

From: Cindy Nickel
Sent: Thursday, October 15, 2009 2:48 PM
To: Kerrstyn Naretta; Ryan Tisdale
Subject: Sole Source Justification
Attachments: scan0095.pdf

FYI...

Jennifer has received and accepted the attached document.

Sincerely,
Cindy Nickel
714-765-3841

From: Cindy Nickel
Sent: Thursday, October 15, 2009 2:18 PM
To: Jennifer Sorensen
Subject: Sole Source Justification

Dear Jennifer:

Attached is the sole source justification you requested. Some of the information has been redacted due to it being a covert purchase.

Sincerely,
Cindy Nickel
714-765-3841

CITY OF ANAHEIM
JUSTIFICATION FOR SOLE SOURCE
(Please fill out completely)

Today's Date: 3/25/09 Department POLICE Division COP / INVESTIGATIONS

Person Requesting the Purchase: Investigator Chad Meyer Phone # 714-497-5084 Requisition # _____

Description of Item/Service: [redacted] Total Cost: $ NTE: $237,000 * (including tax, setup, installation)

Requested Supplier: [redacted] Date the Product or Service Needed: 04/30/09

Supplier's Contact Rerson: Christopher Teabo, Marketing Manager Phone: 301-916-5554 x268

* NTE: $237,000 (at 7.75% Sales Tax Rate) or $239,000 (at 8.75% Sales Tax Rate)

Reason(s) for requesting waiver of competitive bid and purchase as a sole source: ***(Check all that apply)***

☐ Rush purchase - **Cannot wait for bid cycle to be completed because:**

☐ Emergency repair or replacement to protect people from injury and/or avoid property damage.

☐ New facility opening or special event. Requisitioning department did not foresee the need in ample time to allow for bidding and delivery lead-time. ***(Facility opening or Event date:*** _____)

☐ Unusually high usage due to _____ unexpectedly depleted inventory.

☑ Only product found that meets the Department's minimum functional specifications. ***(Attach memo that explains the unique specifications and which other products or manufacturers were evaluated and the requirements they could not meet.)***

☐ Repeat purchase of item or service that has been competitively bid and awarded to low bidder within the past twelve (12) months. ***(Reference: Purchasing Bid #*** Please include bid date _____)

☐ Available on GSA or other competitively bid, purchasing co-op contract which offers the lowest total cost available. ***Request use of*** _____ ***co-op contract. (Attach vendor's quote.)***

☐ Proprietary design superior to competitor's similar products. Specifications exceed minimum requirements, but are believed to be better overall value to the City because Please explain - Use additional paper if necessary _____.
(Attach manufacturer's letter verifying patented design and that they are only sold directly-no distributors.)

☑ Other reason(s) *(Explain)*: UASI funded purchase of [redacted] for multi-agency investigative purposes. The [redacted] equipment is similar to equipment used by DOJ, FBI, LAPD, San Bernardino County Sheriff's Department, and the US Marshals office. Please see attached memo.

If value of the requested purchase will exceed $20,000, the Department Head of the requesting department must approve this sole source request. Less than $20,000 may be signed by the Division Manager.

I concur with my staff's request to waive Council Policy 4.0 and purchase as a sole source:

Department Head: [signature] Date 3/25/09

PURCHASING APPROVAL

Researched other sources, single source information verified, & best possible pricing and terms obtained by:

Buyer_____ Date_____ Discount % or $ savings negotiated: _____ Is Co-op contract pricing available? Y / N

Purchasing Agent's Approval: _____ ***(if over $20,000)*** Date: _____

(File one copy with Purchase Order and one copy in Sole Source file)

Kerrstyn Vega

From: Cindy Nickel
Sent: Wednesday, February 03, 2010 3:17 PM
To: Bryan Santy; Ryan Tisdale
Cc: Ben Hittesdorf; Kerrstyn Naretta
Subject: RE: Requesting an Extension

Approx. $22,000.

-----Original Message-----
From: Bryan Santy
Sent: Wednesday, February 03, 2010 3:16 PM
To: Cindy Nickel; Ryan Tisdale
Cc: Ben Hittesdorf; Kerrstyn Naretta
Subject: RE: Requesting an Extension

How much is outstanding?

-----Original Message-----
From: Cindy Nickel
Sent: Wednesday, February 03, 2010 2:47 PM
To: Ryan Tisdale
Cc: Ben Hittesdorf; Bryan Santy; Kerrstyn Naretta
Subject: Requesting an Extension

FYI...

Due to the circumstances, and the quickly closing 2007 Award, a request will be made for Santa Ana to ask the State for an extension for this particular project.

Sincerely,
Cindy Nickel
714-765-3841

-----Original Message-----
From: Ryan Tisdale
Sent: Wednesday, February 03, 2010 1:59 PM
To: Cindy Nickel
Subject: Fw:

----- Original Message -----
From: Chad Meyer
To: Ryan Tisdale
Sent: Wed Feb 03 13:53:03 2010
Subject: RE:

Still waiting on it, I talked to Chris today and they should have it done by next month.. I am keeping my fingers crossed. I also talked to him about the two additional [redacted] that we wanted to get to [redacted] and he said it would be around $40,000 (around $20k each). This isn't something we must have but it will be nice in the future because it will allow us to [redacted] and will make our lives a lot easier. Is this something that can be somehow added to our existing grant?

Chad

-----Original Message-----
From: Ryan Tisdale
Sent: Wednesday, February 03, 2010 1:48 PM
To: Chad Meyer
Subject:

Hey brother has the software been delivered for DRT yet or are we still waiting on it?

Kerrstyn Vega

From: Kerrstyn Naretta
Sent: Wednesday, February 17, 2010 1:47 PM
To: Bryan Santy
Subject: RE: Dec Jan Charges for 2007 Grant.xls

It's $21,745- 19,995 in equipment and $1750 in Tax

From: Bryan Santy
Sent: Wednesday, February 17, 2010 1:46 PM
To: Kerrstyn Naretta
Subject: Re: Dec Jan Charges for 2007 Grant.xls

Ryan thought it was $19k+. some number on his desk.

From: Kerrstyn Naretta
To: Bryan Santy
Sent: Wed Feb 17 13:43:43 2010
Subject: FW: Dec Jan Charges for 2007 Grant.xls
It was listed in this spreadsheet that showed how much was pending still. I'll send him the dollar amount right now- its $22,000.00

From: Kerrstyn Naretta
Sent: Thursday, February 04, 2010 7:11 AM
To: Jocelyn Tingley
Subject: Dec Jan Charges for 2007 Grant.xls

Hey Jocelyn,

Sorry for the delay- I was trying to make sure I get as much info as I could. The system closes on the 12th and that's when the final numbers for Jan will be available.
Let me know if you need anything clarified or if you have any questions.

Thanks,

Kerrstyn

Kerrstyn Vega

From: Cindy Nickel
Sent: Thursday, March 18, 2010 6:22 PM
To: Jocelyn Tingley
Cc: Kerrstyn Naretta
Subject: Covert for DRT
Attachments: scan0009.pdf

FYI...

COVERT – NOT FOR Public Disclosure

INVOICE

DRT

DRT POC:
Aubrey Kreip Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown MD 20874
301.916.5554 x175 Fax: 301.916.5787

Invoice Number: 23184.0
Invoice Date: 10/08/2009
Invoice Total: $216,640.88
Shipper No. Ref.: 8140
DD250 Shipment No.:
Contract Reference No.: Letter of Authorization
DRT Order Reference No.: 902529.00

BILL TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SOLD TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
POC: Ryan Tisdale

SHIP TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
ATTN: Ryan Tisdale

INVOICE TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SHIPMENT TYPE: Partial **SHIPPED VIA:** Fed Ex

Box No.	Description	Weight	Packed By	Tracking No.
1	DRT1183C, SN 50160	98 lbs	TB	797002744003
2	DRT9955B-1, SN 213	54 lbs	LB	796015151068
3	DF20C, SN 1092 (Loaner Equipment)	45 lbs	DB	796015151116

1.0000	DRT1183C-033 [redacted]	1	$182,510.00	$182,510.00	Yes
3.0000	DRT9955B-1 NA 9955B-1 [redacted]	1	$16,700.00	$16,700.00	Yes
6.0000	CA Sales Tax - 8.75%	1	$17,430.88	$17,430.88	

THE NEED FOR CONFIDENTIALITY NO LONGER EXISTS
FOR THE PURPOSE OF REIMBURSEMENT ONLY

CONFIDENTIAL

JOHN WELTER
CHIEF of POLICE
3/18/10

Total For CLINs $216,640.88

Terms: on Notification of Shipm

EFT Information:
DRT's TIN: 52-1196343
Order Class: DSLG

Bank: Bank of America (Christine Wysinske, 800-699-7186 x 86221)
Routing No.: [redacted]
DRT Account No [redacted]
Database: [DRT6.OrderProd]

COVERT – NOT FOR Public Disclosure

INVOICE

DRT POC:
Aubrey Kreipl Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown MD 20874
301.916.5554 x175 . Fax: 301.916.5787

Invoice Number: 23184.0
Invoice Date: 10/08/2009
Invoice Total: $216,640.88
Shipper No. Ref.: 8140
DD250 Shipment No.:
Contract Reference No.: Letter of Authorization
DRT Order Reference No.: 902529.00

BILL TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SOLD TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
POC: Ryan Tisdale

SHIP TO
City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim CA 92805
714.765.3838/Fax: 714.765.1680
ATTN: Ryan Tisdale

INVOICE TO
City of Anaheim
425 S. Harbor Blvd, Homeland Security Bureau - Grants Coord.
Anaheim CA 92805

SHIPMENT TYPE: Partial **SHIPPED VIA:** Fed Ex

Box No.	Description	Weight	Packed By	Tracking No.
1	DRT1183C, SN 50160	98 lbs	TB	797002744003
2	DRT9955B-1, SN 213	54 lbs	LB	796015151068
3	DF20C, SN 1092 (Loaner Equipment)	45 lbs	DB	796015151116

Contract Line No.	Description	QTY	Unit Price	Total Price	Taxable
1.0000	DRT1183C-033 [redacted]	1	$182,510.00	$182,510.00	Yes
3.0000	DRT9955B-1 NA 9955B-1 [redacted]	1	$16,700.00	$16,700.00	Yes
6.0000	CA Sales Tax - 8.75%	1	$17,430.88	$17,430.88	

CONFIDENTIAL

Total For CLINs $216,640.88

TOTAL INVOICE AMOUNT $216,640.88

Terms: on Notification of Shipm

EFT Information:
DRT's TIN: 52-1196343
Order Class: DSLG
Bank: [redacted] (Christine Wyntmko , 800-699-7168 x 86221)
Routing No.: [redacted]
DRT Account No [redacted]
Database: [DRT6.OrderProd]

DRT

8140

10/08/2009

Aubrey L. Kreipl, Mgr, Order Mgmt
20250 Century Blvd, Suite 300
Germantown, MD 20874
Phone: 301.916.5554 x175 Fax: 301.916.5787

City of Anaheim
425 S. Harbor Blvd
Homeland Security Bureau - Grants Coord.
Anaheim, CA 92805
US

City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

City of Anaheim - Police Department
425 S. Harbor Blvd
Anaheim, CA 92805
US
Attn: Ryan Tisdale
Phone: 714.765.3838 Fax: 714.765.1680

Comments: Letter of Authorization

Order Total: 902529.00

Box Line Information:

BoxNmbr	Box Description	Tracking Nmbr	Weight	Packed By
1	DRT1183C, SN 50160	797002744003	96 lbs	TB
2	DRT9955B-1, SN 213	798015151068	54 lbs	LB
3	DF20C, SN 1092 (Loaner Equipment)	798015151116	45 lbs	DB

Line Information:

Contract Item No	Qty Shipped	Description
1.0000	1	DRT1183C-033 PRS [redacted]
3.0000	1	DRT9955B-1 NA [redacted]
5.0000	1	DF20C [redacted]

CONFIDENTIAL

Notes: DF20C, SN 1092 to be returned to DRT upon shipment of DF280

SHIP CHECK LIST	10/8/2009			Shipper # 8140		
	DRT Order Reference			902529.00		
	Unit Serial Number			50160 Box #	1	PR - 18808
CLIN #	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 1	DRT1183C-033		50160	[redacted]	1	
	[redacted]		17LYRK1		1	
			170		1	
			498		1	
			505, 515, 516		3	
			819, 944, 941		3	
			AJP0930073	Power Supply	1	
			77	[redacted]	1	
			72		1	
					1	
					1	
					1	
					2	1x in unit, 1x spare
					1	
				Head Phone	1	
				Keychain	1	
				Velcro Strap, Cable Stress Relief	2	
				AC Retaining Clip (Spare)	1	
				Hex Tool, Spare	1	
				Mouse Pad	1	
				[redacted]	1	
					1	
					1	
					2	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
	n/a		5.1.0		1	
	[redacted]			OEM Window XP Professional License	1	
				DRT Software Manual	1	
				DRT1183C Manual	1	
			48	I/O Board	1	

Prepared By: Tony Bottim

QA Test By: [signature]

Packed By: _____

COURT – NOT FOR PUBLIC DISCLOSURE

CONFIDENTIAL

COVERT – NOT FOR PUBLIC DISCLOSURE

Shipper # 8490

Box # 2

SHIP LIST CHECK OFF

10/8/2009 1430

DRT Order Reference

DRT M9808-1 Serial Number

902229.00

213

PR-16808

CLIN #	DRT Part Number (If applicable)	MFG Part Number (If applicable)	Serial Number (If applicable)	Description	Quantity	Notes
CLIN 2	DRT M9808-1		213	[redacted]	1	PR-16808
			67		1	Installed in tram
			68		1	Installed in tram
			1011		1	PR-led
					1	
					1	
					6	
					2	
					1	
	N/A			DRT 9960B Maintenance Manual (Draft)	1	
					1	
					1	

10-8-09

Prepared By: L Bean

QA By:

Shipped By:

10-7-09

CONFIDENTIAL

COVERT – NOT FOR PUBLIC DISCLOSURE

Shipper # 8140

Box # 3

SHIP LIST CHECK OFF | 10922869 0:00

DRT Order Reference: 902529

Antenna Serial Number: 1062

PR: 20608

CLIN #	DRT Part Number (if applicable)	MFG Part Number (if applicable)	Serial Number (if applicable)	Description	Quantity	Notes
CLIN 6.00	[redacted]	DF-20C-1	1062	DF-20C	1	
				DF20C	1	
	n/a			DF Manual	1	
	n/a			[redacted]	1	
	n/a				4	
	n/a				9	
	n/a				4	
	n/a				4	
	n/a				1	
	n/a				1	
	n/a				1	

Prepared By: DAWN BHOLA 10-8-09

QA By: [redacted] 10/8/09

Shipped By: _____

CONFIDENTIAL

1.04.311 CONFIDENTIAL POLICE OPERATIONS.

All purchases of equipment, supplies, materials and services made by the Police Department for confidential, special or covert operations pursuant to authority granted in Section 1.04.310 of this Chapter shall be subject to the following requirements:

.010 The Chief of Police, under the direction of the City Manager, shall be responsible for all procurement of materials, supplies, equipment and contractual services where, because of the nature of the purchase, as related to confidential, special or covert operations, the public interest in maintaining confidentiality outweighs the public interest in public disclosure of such purchase, as determined by the Chief of Police.

.020 Such purchases shall be limited to such materials, supplies and equipment as are needed for confidential or covert operations, and services for Special Operations, where the Chief of Police determines that the public interest in maintaining confidentiality outweighs the public interest in public disclosure of such purchases.

.030 The authority granted to the Chief of Police for confidential purchases hereunder shall be limited to a maximum of fifty thousand dollars per transaction, except when a larger amount is expressly authorized in writing by the City Manager. Expenditures pursuant to this section shall not exceed amounts appropriated and available for such purpose pursuant to the budget approved by the City Council.

.040 The Chief of Police shall maintain adequate internal controls and accurate accounting records of the confidential purchases made, identifying the expenditures or use of funds and whether made from forfeiture funds or general fund monies. He shall maintain all original documents and records regarding the use of the funds and the nature of the expenditures, subject to audit by the City's internal control staff, and shall report expenditures monthly to the City Manager.

.050 Such purchases shall follow the same procurement requirements as are required for purchases by the Purchasing Agent, including competitive bidding requirements, except in the case of those procurements to which the Chief of Police and the City Manager determine that some or all of the procurement requirements are inapplicable or inappropriate, and except that procurements exceeding twenty thousand dollars shall be reported timely to the City Manager rather than approved by the City Council.

.060 The confidentiality of all information and records pertaining to such purchases shall be maintained by all persons having access to them until the Chief of Police determines, in writing, that the need for confidentiality as to a particular purchase no longer exists. (Ord. 5303 § 2; May 12, 1992.)

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, October 18, 2011 8:16 AM
To: Tim Miller; Julian Harvey
Cc: Kerrstyn Vega; Darrin Lee
Subject: RE: Anaheim Quote 03074

Thanks for the update. Right now I am seeking a revised quote from Harris separating out the GSA items from the non-GSA items. Cal EMA is going to move forward with the GSA items as soon as we have the Covert Purchase request signed. The non-GSA items are a little different, we are requesting guidance from our State representative on whether we need a sole source request to accompany that purchase. If we do it is not a big deal and I will complete that. Hopefully I will have an update on this by the end of the day.

Thanks,
Ryan

From: Tim Miller
Sent: Monday, October 17, 2011 7:38 PM
To: Julian Harvey
Cc: Ryan Tisdale; Kerrstyn Vega; Darrin Lee
Subject: Re: Anaheim Quote 03074

Thanks for the heads up on the laptop. I think Ryan was working on a solution ref the non GSA items.

Tim

From: Julian Harvey
Sent: Monday, October 17, 2011 06:23 PM
To: Tim Miller
Subject: FW: Anaheim Quote 03074

Tim, this is related to the Harris purchase.

We will not need a laptop – we have plenty of those. We will need the software and training, however. I have not forwarded Kerrstyn's name or info to anyone at Harris yet. I will leave that up to you – if you're ok with it. We might need separate quotes for the non-GSA items...but I'm not sure. Thanks – let me know

Harv

From: McCreery, Susan [mailto:smccreer@harris.com]
Sent: Sunday, October 16, 2011 12:05 PM
To: Julian Harvey; Chad Meyer
Subject: RE: Anaheim Quote 03074

The software, laptop and training are not on GSA.

Susan McCreery
Account Manager

Advanced Programs and Technology
Tactical Systems
321-309-7459 (Office)
321-258-9631 (BBerry)
800-358-5297 (24/7 Assistance)
321-409-6975 (Fax)
susan.mccreery@harris.com
www.wpg.harris.com/wpg
www.harris.com

From: Julian Harvey [mailto:JHarvey@anaheim.net]
Sent: Sunday, October 16, 2011 1:40 PM
To: McCreery, Susan; Chad Meyer
Subject: Re: Anaheim Quote 03074

How does this impact our purchase? Which items are not on GSA?

From: McCreery, Susan [mailto:smccreer@harris.com]
Sent: Sunday, October 16, 2011 10:29 AM
To: Chad Meyer; Julian Harvey
Subject: FW: Anaheim Quote 03074

Chad:

Were you all aware of this??

Susan McCreery
Account Manager
Advanced Programs and Technology
Tactical Systems
321-309-7459 (Office)
321-258-9631 (BBerry)
800-358-5297 (24/7 Assistance)
321-409-6975 (Fax)
susan.mccreery@harris.com
www.wpg.harris.com/wpg
www.harris.com

From: Sciandra, Patricia
Sent: Thursday, October 13, 2011 4:44 PM
To: McCreery, Susan
Cc: Davis, Lisa (ldavis29); Seiler, Leslie Ann
Subject: RE: Anaheim Quote 03074

Sorry Sue- I keep getting interrupted for other things and was going to tell you guys.

Ladies- Cathy is the person that does the 1122 program for Anaheim that allows them to purchase off GSA. She called to go over the quote and said that she can only issue a PO for the GSA items. She is going to let Anaheim know and I told her that I would have you talk to your contact for Anaheim and she also wanted the contact for person doing the quotes.

Thanks
Patty

From: McCreery, Susan
Sent: Thursday, October 13, 2011 4:33 PM
To: Sciandra, Patricia
Subject: Re: Anaheim Quote 03074

Patty. What did she want?
Susan McCreery
BlackBerry

From: Sciandra, Patricia
Sent: Thursday, October 13, 2011 04:31 PM
To: 'cathy.vigil@calema.ca.gov' <cathy.vigil@calema.ca.gov>
Cc: Davis, Lisa (ldavis29); Seiler, Leslie Ann; McCreery, Susan
Subject: Anaheim Quote 03074

Cathy- I have included the contact information for Lisa and Leslie in Quotes and Susan for Sales. Let us know if we can help.

Susan McCreery

Account Manager

Advanced Programs and Technology

Tactical Systems

321-309-7459 (Office)

321-258-9631 (BBerry)

321-409-6975 (Fax)

susan.mccreery@harris.com

www.wpg.harris.com/wpg

www.harris.com

Leslie Ann Seiler

GCSD Finance
☎ 321.309.7431

Lisa G. Davis

Wireless Products Group

1-800-358-5297

Thanks

Patty

Patty Sciandra

Contracts

Harris Corporation

(321) 309-7319

patricia.sciandra@harris.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

Kerrstyn Vega

From: Joseph Anderson <Joseph.Anderson@calema.ca.gov>
Sent: Tuesday, October 18, 2011 9:23 AM
To: Kerrstyn Vega
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: RE: Question Related to GSA and Sole Source
Attachments: Sole Source Req Form.doc

Good morning Kerrstyn,

If equipment is purchased through the 1122 program, no sole source is required. Otherwise, normal procurement procedures should be followed. If the required software is truly only available from one source, a sole source request can be submitted. Attached is the current sole source request form.

Thanks,

Joe

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Monday, October 17, 2011 8:07 PM
To: Joseph Anderson
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: Question Related to GSA and Sole Source

Good Evening Joe,

We were so successful with the 1122 program when purchasing the [redacted] that we are going to utilize it again to upgrade DRT equipment that was purchased with the grant. The hardware is eligible through the 1122 program, but the software is not. We are going to purchase this as a covert purchase through our city which does not require a sole source. Do we need to complete a state sole source for the software because the hardware is GSA and the software is necessary to make the hardware work?

Thank you,
Kerrstyn

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY: _____ Grant Number: _____ CalEMA ID# _____

Subgrantee name: _____ Project: _____

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: _____ Project Budget: $_____

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

   a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

   b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

   c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

7. Has your organization determined the costs are reasonable?

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by _____ _____ Date: _____
(Name) (Signature)

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, October 18, 2011 11:36 AM
To: Kerrstyn Vega
Subject: Sole Source Justification.doc
Attachments: Sole Source Justification.doc

Updated sole source request

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY: 2010 Grant Number: 2010-0085 CalEMA ID# 059-95010

Subgrantee name: Anaheim/Santa UASI Project: D – Intel/Early Warning

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: **Harris Project** Project Budget: **$ 367,245.49**

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007

3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

This device is being purchased through the City of Anaheim's "Covert Purchase" guidelines. The guidelines require the signature of the Chief of Police and City Manager. Covert Purchases are reserved to purchases, in which the knowledge of the purchase may give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

The majority of the project budget ($251,426.74) is being purchased through Cal EMA's 1122 Homeland Security Program. The GSA pricing through Cal EMA is only good on the actual Hardware which accounts for the above price. The software and training provided by Harris for the hardware to run has to be purchased at the same time. This request is for the sole source purchase of the software and training associated with the 1122 purchase of the hardware. The total amount not covered under GSA pricing is $115,818.75

b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

Yes -- The majority of the purchase will be conducted through Cal EMA's 1122 program. This program allows local agencies to utilize GSA pricing.

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

Yes

7. Has your organization determined the costs are reasonable?

Yes – 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

First - The Harris equipment is the only device available that can provide the necessary service.

Second - 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

Submitted by_____ _____ Date:_____
(Name) (Signature)

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, October 18, 2011 2:20 PM
To: Kerrstyn Vega
Subject: RE: Question Related to GSA and Sole Source

Hi Kerrstyn,

For the cost benefit analysis, we are using the GSA schedule for 2/3 of the cost of this purchase. Unfortunately the GSA schedule pricing does not extend to the costs of the Harris software and training which are both needed in order for the hardware purchased through GSA to work. The vendor Harris is the only company who can provide this service.

Hope this helps,
Ryan
-----Original Message-----
From: Kerrstyn Vega
Sent: Tuesday, October 18, 2011 1:38 PM
To: Ryan Tisdale
Subject: FW: Question Related to GSA and Sole Source

It looks like they want more for the cost benefit analysis

-----Original Message-----
From: Joseph Anderson [mailto:Joseph.Anderson@calema.ca.gov]
Sent: Tuesday, October 18, 2011 1:23 PM
To: Kerrstyn Vega
Subject: RE: Question Related to GSA and Sole Source

Hello Kerrstyn,

Can you also send a cost benefit analysis for the sole source? Is Harris the name of the vendor?

Joe

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Tuesday, October 18, 2011 11:48 AM
To: Joseph Anderson
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: RE: Question Related to GSA and Sole Source

Good Morning Joe,

I have attached the sole source justification for your review. Please let me know if you have any questions.

Thank you,

Kerrstyn

-----Original Message-----
From: Joseph Anderson [mailto:Joseph.Anderson@calema.ca.gov]
Sent: Tuesday, October 18, 2011 9:23 AM
To: Kerrstyn Vega
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: RE: Question Related to GSA and Sole Source

Good morning Kerrstyn,

If equipment is purchased through the 1122 program, no sole source is required. Otherwise, normal procurement procedures should be followed. If the required software is truly only available from one source, a sole source request can be submitted. Attached is the current sole source request form.

Thanks,

Joe

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Monday, October 17, 2011 8:07 PM
To: Joseph Anderson
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: Question Related to GSA and Sole Source

Good Evening Joe,

We were so successful with the 1122 program when purchasing the [redacted] that we are going to utilize it again to upgrade DRT equipment that was purchased with the grant. The hardware is eligible through the 1122 program, but the software is not. We are going to purchase this as a covert purchase through our city which does not require a sole source. Do we need to complete a state sole source for the software because the hardware is GSA and the software is necessary to make the hardware work?

Thank you,
Kerrstyn

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Kerrstyn Vega

From: Joseph Anderson <Joseph.Anderson@calema.ca.gov>
Sent: Friday, October 21, 2011 1:57 PM
To: Kerrstyn Vega
Subject: RE: Question Related to GSA and Sole Source
Attachments: Sole Source Justification.doc

Hello Kerrstyn,

I just noticed that the sole source request for the Harris Project was not signed. Can you please submit a signed copy?

Thanks,

Joe

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Tuesday, October 18, 2011 11:48 AM
To: Joseph Anderson
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: RE: Question Related to GSA and Sole Source

Good Morning Joe,

I have attached the sole source justification for your review. Please let me know if you have any questions.

Thank you,

Kerrstyn

-----Original Message-----
From: Joseph Anderson [mailto:Joseph.Anderson@calema.ca.gov]
Sent: Tuesday, October 18, 2011 9:23 AM
To: Kerrstyn Vega
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: RE: Question Related to GSA and Sole Source

Good morning Kerrstyn,

If equipment is purchased through the 1122 program, no sole source is required. Otherwise, normal procurement procedures should be followed. If the required software is truly only available from one source, a sole source request can be submitted. Attached is the current sole source request form.

Thanks,

Joe

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]

Sent: Monday, October 17, 2011 8:07 PM
To: Joseph Anderson
Cc: Ryan Tisdale; Darrin Lee; Tim Miller; Julian Harvey
Subject: Question Related to GSA and Sole Source

Good Evening Joe,

We were so successful with the 1122 program when purchasing the [redacted] that we are going to utilize it again to upgrade DRT equipment that was purchased with the grant. The hardware is eligible through the 1122 program, but the software is not. We are going to purchase this as a covert purchase through our city which does not require a sole source. Do we need to complete a state sole source for the software because the hardware is GSA and the software is necessary to make the hardware work?

Thank you,
Kerrstyn

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Kerrstyn Vega

From: Darrin Lee
Sent: Monday, October 24, 2011 4:43 PM
To: Kerrstyn Vega
Subject: Fw: purchase request memo

Follow Up Flag: Follow up
Flag Status: Flagged

Darrin Lee
(714) 497-6761
darrinlee@anaheim.net

From: Marcie Edwards
Sent: Monday, October 24, 2011 03:14 PM
To: John Welter
Cc: Darrin Lee
Subject: purchase request memo

John;

You signed a request for a sole source purchase to be approved by Tom W. There was a sticky note on it with the name, Sgt. Darrin Lee [redacted] as the contact to call when this was signed. Could I ask that you request that the Sgt amend the memo to include the following language, and then resend the memo for Tom W's signature?

Thank you,
Marcie

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to the most recent budget approved by the City Council.

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, October 25, 2011 10:41 AM
To: Joseph Anderson
Cc: rtisdale@anaheim.net; Darrin Lee (DarrinLee@anaheim.net); Tim Miller
Subject: Sole Source
Attachments: FY2010 UASI Grant_Sole Source_Harris Project.pdf

Good Morning Joe,

Attached is the signed sole source request form for the Harris project for review and approval.

Thank you,

Kerrstyn

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Homeland Security Grant Program FY: 2010 Grant Number: 2010-0085 CalEMA ID# 059-95010

Subgrantee name: Anaheim/Santa UASI Project: D – Intel/Early Warning

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: **Harris Project** Project Budget: **$ 367,245.49**

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

   The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007

3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

   This device is being purchased through the City of Anaheim's "Covert Purchase" guidelines. The guidelines require the signature of the Chief of Police and City Manager. Covert Purchases are reserved to purchases, in which the knowledge of the purchase may give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.

   a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)

   The majority of the project budget ($251,426.74) is being purchased through Cal EMA's 1122 Homeland Security Program. The GSA pricing through Cal EMA is only good on the actual Hardware which accounts for the above price. The software and training provided by Harris for the hardware to run has to be purchased at the same time. This request is for the sole source purchase of the software and training associated with the 1122 purchase of the hardware. The total amount not covered under GSA pricing is $115,818.75

   b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)

c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

Yes – The majority of the purchase will be conducted through Cal EMA's 1122 program. This program allows local agencies to utilize GSA pricing.

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

Yes

7. Has your organization determined the costs are reasonable?

Yes – 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

First - The Harris equipment is the only device available that can provide the necessary service.

Second - 2/3 of the costs are at a reduced price due to the fact they are on the GSA schedule provided by the Cal EMA 1122 Homeland Security Program.

Submitted by: TIM MILLER (Name) Tim Miller (Signature) Date: 10-27-11

FY09 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	10/19/11

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007.

ANALYSIS OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the DRT device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/1/11	Funds given to Cal EMA for purchase of equipment
3/1/12	Harris delivers equipment
3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer for this device capable of conducting this type of covert tracking.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/1/11	Funds given to Cal EMA for purchase of equipment
3/1/12	Harris delivers equipment
3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1- DO NOTHING

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule.

ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

RISK ANALYSIS

ALTERNATIVE #1- DO NOTHING

Risk Description

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works.

COST/BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	[redacted] This will severely limit our ability to investigate terrorist and criminal cases.
Alt. 2	2	Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product do to the fact that the item has already been discounted through the GSA pricing schedule.
Alt. 3	1	The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

Kerrstyn Vega

From: Joseph Anderson <Joseph.Anderson@calema.ca.gov>
Sent: Tuesday, October 25, 2011 12:10 PM
To: Kerrstyn Vega
Subject: RE: Harris Company Name

Thanks Kerrstyn. The sole source request was submitted to management. I'll let you know what the verdict is.

Joe

From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Tuesday, October 25, 2011 11:18 AM
To: Joseph Anderson
Subject: Harris Company Name

Hi Joe,

The official Company name is Harris Corporation.

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

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Kerrstyn Vega

From: Joseph Anderson <Joseph.Anderson@calema.ca.gov>
Sent: Wednesday, October 26, 2011 1:53 PM
To: Kerrstyn Vega
Subject: ASA FY10 SS Approval
Attachments: AR-M277_20111026_124821.pdf

Hello Kerrstyn,

Attached is the sole source approval for covert surveillance software from Harris. The original is in the mail.

Thanks,

Joe

EDMUND G. BROWN JR.
GOVERNOR

MIKE DAYTON
ACTING SECRETARY

Cal EMA
CALIFORNIA EMERGENCY MANAGEMENT AGENCY

October 25, 2011

Mr. John Welter
Anaheim Police Department
425 S Harbor Blvd
Anaheim, CA 92805

Dear Mr. Welter:

SUBJECT: APPROVAL OF SOLE SOURCE CONTRACT REQUEST
FY10 HOMELAND SECURITY GRANT PROGRAM (HSGP)
Grant #2010-0085, Cal EMA ID #059-95010

The California Emergency Management Agency (CalEMA) has received, reviewed, and approved your organization's Sole Source contract request dated October 24, 2011, based on the information your office provided regarding the proposed purchase of covert surveillance software and training from the Harris Corporation by the Anaheim/Santa Ana UASI.

If you have any questions about this letter, please contact your Program Representative, Joseph Anderson, at 916-322-9067 or Joseph.Anderson@calema.ca.gov.

Thank you for your work in protecting California. We look forward to your continued collaboration towards our homeland security strategy and appreciate your cooperation and support.

Sincerely,

Ursula Harelson, Chief
Homeland Security Grant Section

3650 SCHRIEVER AVENUE MATHER, CA 95655
HOMELAND SECURITY, PROP1B AND EMERGENCY MANAGEMENT BRANCH
(916) 845-8510 PHONE • (916) 324-5902 FAX

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, February 19, 2013 2:32 PM
To: Kerrstyn Vega
Cc: Darrin Lee
Subject: Harris - Confidential Purchase request
Attachments: Harris gear (upgrade) - memo to Chief 2-19-13.docx

Here is the Memo to the Chief reference the Harris Upgrade. This upgrade will allow us t[redacted]

Thanks,
Ryan

Inv. Ryan Tisdale
Special Operations Division
Homeland Security Bureau
Tel: (714 765-3838
Fax: (714) 765-3805

City of Anaheim
POLICE DEPARTMENT
John Welter, Chief of Police

To: **Bob Wingenroth**
City Manager

From: **John A. Welter**
Chief of Police

Date: **February 19, 2013**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to upgrade our current covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment and software is $107,768.88 which will ultimately be paid to Harris Corporation. Of the total amount, $86,168.88 will pass through Cal EMA before it reaches Harris Corporation. This is being done as part of the 1122 Homeland Security Program which allows the government buyer to receive a lower cost as part of the General Services Administration (GSA) Schedules Program.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2012-093, authorizing the acceptance of the 2012 UASI grant.

APPROVED BY:

_____
John Welter, Chief of Police

_____
Bob Wingenroth, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, February 19, 2013 2:34 PM
To: rtisdale@anaheim.net
Subject: Harris gear (upgrade) - memo to Chief 2-19-13.docx
Attachments: Harris gear (upgrade) - memo to Chief 2-19-13.docx

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, February 19, 2013 2:36 PM
To: Kerrstyn Vega
Subject: RE: Harris gear (upgrade) - memo to Chief 2-19-13.docx
Attachments: Cost Benefit Analysis - Harris Project upgrade doc.docx

From: Kerrstyn Vega
Sent: Tuesday, February 19, 2013 2:34 PM
To: Ryan Tisdale
Subject: Harris gear (upgrade) - memo to Chief 2-19-13.docx

FY12 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	10/19/11

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to upgrade previously purchased covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the Harris device purchased in FY2009.

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the Harris device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system upgrade works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority (80%) of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 20% (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
1/14/13	Funds given to Cal EMA for purchase of equipment
6/3/13	Harris delivers equipment
6/10/12	Training on equipment
6/17/13	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer for the LTE upgrade. It is an upgrade to their own product.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
1/14/13	Funds given to Cal EMA for purchase of equipment
6/3/13	Harris delivers equipment
6/10/13	Training on equipment
6/17/13	Equipment deployed

LIFE-CYCLE COSTS AND BENEFITS

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule.

ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.
Harris is the only company who can provide their software so the hardware upgrade purchased through GSA works.

COST/ BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	[redacted] This will severely limit our ability to investigate terrorist and criminal cases.
Alt. 2	2	Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product do to the fact that the item has already been discounted through the GSA pricing schedule.
Alt. 3	1	The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software upgrade so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

Kerrstyn Vega

From: Darrin Lee
Sent: Monday, March 04, 2013 2:14 PM
To: Dave Vangsness; Kerrstyn Vega; Belinda Brewer
Subject: RE:
Attachments: Cost Benefit Analysis - Harris Project doc 10-19-11.docx; Cost Benefit Analysis - Harris Project upgrade doc 2-18-13.docx

Attached are two Cost/Benefit Analyses justifying sole source procurements. The 10-19-11 document is the justification document we used during the last go-around. The 2-18-13 document is for this current process.

-----Original Message-----
From: Dave Vangsness
Sent: Monday, March 04, 2013 1:57 PM
To: Kerrstyn Vega; Darrin Lee
Subject: FW:

I think this was for the Harris upgrade.
Need an SSJ

-----Original Message-----
From: Belinda Brewer
Sent: Monday, March 04, 2013 1:20 PM
To: Dave Vangsness
Subject:

The covert purchase was signed by chief but will need a sole source cover letter. Can you have Kerrstyn work on that please before I send to city manager

Bea

FY09 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	10/19/11

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to purchase covert surveillance equipment. The high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the DRT device purchased in FY2007.

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the DRT device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority 2/3 of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 1/3 (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/1/11	Funds given to Cal EMA for purchase of equipment
3/1/12	Harris delivers equipment
3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer for this device capable of conducting this type of covert tracking.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current DRT device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

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3/2/12	Anaheim pays for software and Cal EMA pays for hardware
3/10/12	Training on equipment
3/15/12	Equipment deployed

LIFE-CYCLE COSTS AND BENEFITS

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule.

ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

[redacted] This will severely limit our ability to investigate terrorist and criminal cases.

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

The sole source procurement is only for the software and training component of this purchase. The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works.

COST/ BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	[redacted] This will severely limit our ability to investigate terrorist and criminal cases.
Alt. 2	2	Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product do to the fact that the item has already been discounted through the GSA pricing schedule.
Alt. 3	1	The majority (2/3) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

FY12 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	2/18/13

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to upgrade previously purchased covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the Harris device purchased in FY2009.

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the Harris device. Without an upgrade, Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This purchase is being purchased through Cal EMA's 1122 Homeland Security Program which utilizes the GSA pricing schedule. This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

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Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

The majority (80%) of this project (all the hardware) will be purchased through the Cal EMA 1122 Homeland Security Program. The remaining 20% (software and training) will purchased directly from Harris.

High Level Schedule (add rows as needed):

Date	*Milestone*
3/01/13	Funds given to Cal EMA for purchase of equipment
6/3/13	Harris delivers equipment
6/10/12	Training on equipment
6/17/13	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. Harris is the only source and distributer for the [redacted] It is an upgrade to their own product.
2. A competitive bidding process would allow this technology to become public record.
3. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

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For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

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ALTERNATIVE #3 – Sole Source Procurement Request

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

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Risk Description

Purchasing through the Cal EMA 1122 Homeland Security Program allows Anaheim not to competitively bid this product due to the fact that the item has already been discounted through the GSA pricing schedule. If it was competitively bid, technical aspects could be leaked to potential criminals in the populace, resulting in an ineffective investigation tool.

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Risk Description

The sole source procurement is only for the software component of this purchase. The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule.
Harris is the only company who can provide their software so the hardware upgrade purchased through GSA works.

COST/ BENEFIT ANALYSIS

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Alt. 3	1	The majority (80%) of this purchase will be procured through Cal EMA's 1122 Homeland Security Program which utilizes the GSA schedule. Harris is the only company who can provide their software upgrade so the hardware purchased through GSA works. Sole source will speed things up and limit public exposure.

Kerrstyn Vega

From: Ryan Tisdale
Sent: Thursday, March 07, 2013 11:55 AM
To: Kerrstyn Vega; Darrin Lee
Subject: Signed Covert Purchase Agreement for upgrade
Attachments: Signed Covert Purchase Request for Harris Upgrade.pdf

Inv. Ryan Tisdale
Special Operations Division
Homeland Security Bureau
Tel: (714 765-3838
Fax: (714) 765-3805

City of Anaheim
POLICE DEPARTMENT
John Welter, Chief of Police

To: **Bob Wingenroth**
City Manager

From: **John A. Welter**
Chief of Police

Date: **February 19, 2013**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to upgrade our current covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment and software is $107,768.88 which will ultimately be paid to Harris Corporation. Of the total amount, $86,168.88 will pass through Cal EMA before it reaches Harris Corporation. This is being done as part of the 1122 Homeland Security Program which allows the government buyer to receive a lower cost as part of the General Services Administration (GSA) Schedules Program.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2012-093, authorizing the acceptance of the 2012 UASI grant.

APPROVED BY:

John Welter, Chief of Police

Bob Wingenroth, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

Kerrstyn Vega

From: Lisa Hughes
Sent: Monday, April 08, 2013 11:11 AM
To: Kerrstyn Vega
Subject: RE: Agreement Summary Sheet

Sorry, but we don't keep them. I checked my log and I don't even see an agreement coming over for Harris Corporation. When would it have come to our office.

Lisa

From: Kerrstyn Vega
Sent: Monday, April 08, 2013 11:05 AM
To: Lisa Hughes
Subject: Agreement Summary Sheet

Good Morning Lisa,

I am trying to track down a copy of a signed Agreement Summary Sheet for a covert purchase that is being handled by the Police Department. The name of the contractor is Harris Coporation/Cal EMA. Do you know if a copy of those are maintained anywhere in the City Manager's office? I contacted the City Clerk's office, but because it is a covert purchase (not for public knowledge), it does not go to their office.

Thank you,

Kerrstyn

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

Kerrstyn Vega

From:	Kerrstyn Vega
Sent:	Tuesday, April 16, 2013 9:22 AM
To:	Jennifer Sorensen
Subject:	Cal EMA Check Request
Attachments:	SKMBT_C45413041608500.pdf

Hi Jennifer,

I have attached the signed Agreement Summary Sheet for the Cal EMA check request.

Also, it should be noted that the difference between the amount the check is being cut for and the amount listed on the memo and the agreement summary sheet is the tax that will be paid directly to the state once the equipment has been received. We will work with Cal EMA and City of Anaheim Finance to facilitate that payment at that time.

Thank you,

Kerrstyn

Agreement No.

ANAHEIM

City of Anaheim

Agreement Summary Sheet for Agreements Executed by the City Manager

From: Police *(Department)* — Director's signature

Contract Administrator: Sergeant Darrin Lee *(Name)* — 714-765-3833 *(Phone number)*

Name of Contractor: Harris Corporation/Cal EMA

Description of Services to be provided: *(Please be specific)*

Covert procurement of hardware upgrade and software upgrade for covert surveillance. Hardware purchase ($86,168.88) will pass through Cal EMA to Harris. Remainder ($21,600) to be paid directly to Harris.

☑ Original Agreement ☐ Extension/Modification of existing

Value of this Agreement: $ 107,768.88 *(if city will not expend funds, enter 0)*

If mod/extension, Initial Value of Agreement: $ _____

Total Value of Agreement: $ 107,768.88

Term of Agreement: n/a **Renewal Options?** *(specify)* _____

Insurance Requirements *(check all that apply)*: ☐ General Liability ☐ Workers Comp. ☐ Professional Liability ☐ Automobile Liability ☐ Endorsements

List all other contracts the Department has entered into with this consultant in the last 12 months that include payment in the current year, including a description of each contract and its value and the cumulative value of all contracts with that consultant.

☑ **No other contracts**

Contract Description	Authorized by CM/CC:	Value
	Current Contract Total	107,768.88
	Cumulative Total	107,768.88

Agreement Summary Sheet for Agreements Executed by the City Manager
Page 2

The City Manager will not approve this agreement unless the Department has fully justified how the award complies with City Council Policy 4.1 and Administrative Regulation 120.

Selection Process:

Is agreement proposed pursuant to a Master Contract or Council-approved design team? ☐ **Yes** ☑ **No** **If No, answer the following questions:**

Was RFP distributed?

☐ **Yes** *To how many firms?* _____

☑ **No** *Why not? How were proposals solicited?*

Covert purchase pursuant to municipal code section 1.04.311

How many proposals were received? 1

If only one proposal received, what steps were taken to ensure the proposed price was fair and reasonable?

Harris Corporation is the only company offering an upgrade to their proprietary technology.

Agreement Award:

Was the agreement awarded to the firm with the lowest cost?

☑ **Yes**

☐ **No** *(Explain, in detail, why not.)*

Attach a summary of all proposals including the name of each firm and its proposed fee for services. Order the list from lowest to highest cost, and include the ranking assigned to each firm based on the department's evaluation.

Funding Source: ☐ **General Fund** ☑ **Other**

214 - 311 - 1242 -

- **Was this agreement anticipated in the approved budget?**

  ☑ **Yes** ☐ **No** *(Explain)*

- **Describe the funding source, and note any restrictions on the use of such funds** *(i.e., underground surcharge can only be used to underground utilities; grant funds authorized for specific project).*

  214-311-1242-9716 ($86,168.88 for hardware), 214-311-1242-9717 ($21,600 for software).
  From 2012 UASI grant, no impact on General Fund.

Rev. 11/6-2011

Kerrstyn Vega

From: Evelyn Lee
Sent: Wednesday, April 24, 2013 9:16 AM
To: 'lfisch01@harris.com'
Cc: Kerrstyn Vega; Chad Meyer
Subject: FW: HARRIS CORP Purchase (overpayment of sales tax)
Attachments: City of Anaheim (2).pdf; City of Anaheim W-9 Form.pdf

Good morning Linda,

Attached is the City of Anaheim W9 Form.
I also copied Kerrstyn and Chad on this email as this relates to their purchase.

Thank you,

Evelyn Lee
Anaheim Police Department
Budget & Finance Bureau
☎ (714) 765-1404
🖷 (714) 765-1554
✉ elee@anaheim.net
(714) 497-5620



Be a leader in your neighborhood - Take the Hi Neighbor Pledge!
Visit www.anaheim.net/Neighbor

From: Fischer, Linda [mailto:lfisch01@harris.com]
Sent: Wednesday, April 24, 2013 6:54 AM
To: Evelyn Lee
Subject: RE: Voice Mail - 4/23/13

Hi Evelyn,

It looks like a PO was not issued. I've attached a pdf of the invoice, shipper, and letter of intent.

I'm not sure if I explained the entire issue.

Over a year ago, in February 2012, our Billing Dept. created an invoice for $88,000 for the product only. We received payment for $95,700 ($88,000 plus $7,700 for CA tax). At that time, the Anaheim, CA tax rate was 7.75%, so the payment should have been only $94,820 ($88,000 plus $6,820 for CA tax).

I explained to the Billing Dept. that, because it was a tax overpayment, $880 must be returned to the Anaheim Police Dept. Per email received from Investigator Chad Meyer, he asked for the check to be made payable to the City of Anaheim and mailed to him.

A recent internal audit revealed that, unfortunately, the check was never created.

I put through a request to our Accounts Payable Dept. and was told the check could not be created until a W-9 from the City of Anaheim was received.

Thank you,
-Linda

Linda J. Fischer
Harris GCSD Tax Dept.
M/S 2-12A
(321) 727-5330

From: Evelyn Lee [mailto:ELee@anaheim.net]
Sent: Tuesday, April 23, 2013 7:46 PM
To: Fischer, Linda
Subject: Voice Mail - 4/23/13

Hi Linda, I'm sorry I missed your phone call.

Can you send me the Purchase Order Number and Invoice Number related to this purchase please?
I want to run it by our City Purchasing and Accounts Payable prior to sending the W9 form.

Thank you for your call and assistance.

Evelyn Lee
Anaheim Police Department
Budget & Finance Bureau
☎ (714) 765-1404
🖷 (714) 765-1554
✉ elee@anaheim.net
(714) 497-5620

Hi Neighbor

Be a leader in your neighborhood - Take the Hi Neighbor Pledge!
Visit www.anaheim.net/Neighbor

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HARRIS

Invoice	INV6779-03206
Date	2/16/2012
Page	1

Invoice

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-368-5297, FAX: 321-309-7437,wpg@harris.com

Bill To:
Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:
Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Payment Terms	Req Ship Date	Harris Ord No.
QTE6779-03261	ANAHEIM PD	WPG5	BEST WAY	Net 30	4/29/2012	ORD6779-01975

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		[redacted]	Serial Number		$22,000.00	$22,000.00
1	1			Serial Number		$22,000.00	$22,000.00
1	1			Serial Number		$22,000.00	$22,000.00
1	1			Serial Number		$22,000.00	$22,000.00
				Purchasing this software is contingent on authorization and approval of the FBI NDA.			
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		$4,000.00	$0.00
			[redacted]	Training			
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		$4,000.00	$0.00
			[redacted]	Training			
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		$2,500.00	$0.00
			[redacted]	training is for 1 day, up to 4 students maximum per class.			

Subtotal	$88,000.00
Discount	$0.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Total	$88,000.00

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	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: 302-323-3800

Please reference the invoice number with your payment. Harris Tax ID: [redacted]

City of Anaheim
POLICE DEPARTMENT

TO: Harris Corp.-GCSD
PO Box 37
Melbourne, FL 32902

FROM: Anaheim Police Department

DATE: January 25, 2012

RE: Letter of Intent to Purchase

Please accept this letter of intent to purchase the Harris products as quoted to Anaheim PD via Harris Quote QTE 6779-03261 in the amount of $106,200.00 (including tax). We are unable to issue a purchase order at this time and would like to receive the order as soon as possible. If you have any questions please contact Investigator Ryan Tisdale at (714) 497-5239.

APPROVED BY:

Darrin Lee, Sergeant
Emergency Management Bureau

www.anaheim.net
P.O. Box 3369
Anaheim, California 92803-3369

HARRIS

SHIPPER

1. SHIPMENT NO.	2. REFERENCE #	3. CONTRACT NUMBER/P.O. NUMBER	4. SUPPLEMENTS & CHANGE ORDERS	5. PROJECT/ACTIVITY or DEPT
	ANAHEIM GTE 9951	GTE 08261		6779-X953

6. SHIPPED VIA	7. PAYMENT TERMS	8. DATE SHIPPED	9. PAGE	OF
ATF - FEDEX - 2D 7931 6699 3752	PREPAID	25-Jan-12	1	1

10. SHIPMENT INITIATED BY	11. SHIPMENT AUTHORIZED BY	12. ACCEPTANCE POINT
JRUBEL (JRUBEL@HARRIS.COM)(321-7420)	PSCHANDRA (PSCHANDRA@HARRIS.COM)(321-7316)	FOB DESTINATION

13. FROM (CONTRACTOR)
HARRIS CORPORATION, GCSD
P.O. BOX 37
MELBOURNE, FL 32902

14. PRIME CONTRACT ADMIN TERMS BY

15. SHIPPED FROM (IF OTHER THAN 13)
HARRIS CORPORATION, GCSD
407 N. JOHN RODES BLVD
MELBOURNE, FL 32934

16. PAYMENT WILL BE MADE BY

17. SHIPPED TO
ANAHEIM POLICE DEPT
425 S. HARBOR BLVD
ANAHEIM, CA 92805

18. MARKED FOR
ATTN: CHAD MEYER
RMA:
PHONE: 714-497-5084
FAX:

19. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE
001	[redacted]	1	EA	$22,000.00	$22,000.00
002		1	EA	$22,000.00	$22,000.00
003		1	EA	$22,000.00	$22,000.00
004		1	EA	$22,000.00	$22,000.00
	AFTER THE FACT SHIPPER DATED 30 JAN 2012 PARTS WERE SHIPPED AS DATED ABOVE				

25. EXPORT INFO		
COUNTRY OF ORIGIN:	AES XTN:	
TOTAL VALUE OF SHIPMENT (USD):	AES ITN:	
LICENSE NUMBER:	HOO:	
SHP DATE: LOGGED!	ENTRY NUMBER:	

26. REASON FOR SHIPMENT	27. PACKAGED BY	DATE
CONTRACTUAL	AF	25-Jan-12

28. SHIPPED BY	29. DIMENSIONS	30. TYPED BY	DATE
H. STAZINSKI - GCSD 25-Jan-12	1 ENV 12 X 9 X 1 1#	VLR	30-Jan-12

31. NUMBER OF PIECES	32. WEIGHT (pounds)
1 ENV	1#

34. CHECKED BY	35. SHIPPER NUMBER
SIGNATURE DATE	R12-0807

JUSTIFICATION (REV 05/04)

1975

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CITY OF ANAHEIM

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ 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) ▶

☐ Exempt payee

☒ Other (see instructions) ▶ LOCAL GOVERNMENT

Address (number, street, and apt. or suite no.)
P.O. BOX 3222

Requester's name and address (optional)

City, state, and ZIP code
ANAHEIM, CA 92803

List account number(s) here (optional)

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.

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ [signature] | Date ▶ 6/29/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Kerrstyn Vega

From: Fischer, Linda <lfisch01@harris.com>
Sent: Monday, April 29, 2013 11:06 AM
To: Kerrstyn Vega; Evelyn Lee
Cc: Chad Meyer
Subject: RE: Check

Will do. It will be in the 3:30 mail pickup.

Could I ask a favor please? Could you let me know by return email when you receive it?

I was assured a year ago this check was mailed, but it was discovered not to be the case in an internal audit earlier this month. Now I am personally monitoring it until I know it is safely in your hands.

Thank you,
-Linda

Linda J. Fischer
Harris GCSD Tax Dept.
M/S 2-12A
(321) 727-5330

From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Monday, April 29, 2013 2:00 PM
To: Evelyn Lee; Fischer, Linda
Cc: Chad Meyer
Subject: RE: Check

Hi Linda,

Can you please send the check attention to me?

Anaheim Police Department
Attn: Kerrstyn Vega
425 S Harbor Blvd
Anaheim, CA 92805

Thank You,

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

From: Evelyn Lee
Sent: Monday, April 29, 2013 10:58 AM
To: 'Fischer, Linda'; Kerrstyn Vega
Cc: Chad Meyer
Subject: RE: Check

Hi Linda, I am going to refer this to Kerrstyn who handles the Grant funding source for this particular purchase. Thank you,
Kerrstyn, please let Linda know how to proceed with the distribution of this reimbursement check. Thank you,

Evelyn Lee
Anaheim Police Department
Budget & Finance Bureau
☎ (714) 765-1404
🖷 (714) 765-1554
✉ elee@anaheim.net
(714) 497-5620

Be a leader in your neighborhood - Take the Hi Neighbor Pledge!
Visit www.anaheim.net/Neighbor

From: Fischer, Linda [mailto:lfisch01@harris.com]
Sent: Monday, April 29, 2013 10:48 AM
To: Evelyn Lee
Subject: FW: Check

Hi Evelyn,

I have the $880 check (refund of overpaid tax) ready to mail. Should I forward it to your attention? Chad originally asked that the check be mailed to his attention, but that was a year ago. I sent him the same question this morning (see note below) and he referred me to you.

Thank you,
-Linda

From: Chad Meyer [mailto:CMeyer@anaheim.net]
Sent: Monday, April 29, 2013 1:28 PM
To: Fischer, Linda
Subject: Re: Check

Hi Linda, someone from Harris talked to our finance lady, Evelyn Lee, last week. I don't know if she wanted the check mailed to her or me.

Sent from my iPhone

On Apr 29, 2013, at 10:24 AM, "Fischer, Linda" <lfisch01@harris.com> wrote:

> Good morning Chad,

I finally have the $880 check (refund of overpaid tax) on my desk, and am mailing it this afternoon. I have your email from June, 2012 asking that it be mailed to you at 425 S. Harbor Blvd. in Anaheim – is that still correct?

Thank you,
-Linda

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Kerrstyn Vega

From: Ryan Tisdale
Sent: Thursday, May 02, 2013 3:33 PM
To: Chad Meyer; Kerrstyn Vega
Subject: RE: Update ---- Good News!

I will call cal EMA...they should have received the check a few days/week ago

From: Chad Meyer
Sent: Thursday, May 02, 2013 3:31 PM
To: Ryan Tisdale; Kerrstyn Vega
Subject: FW: Update ---- Good News!

I just got this e-mail from Harris. Any idea when they will get the PO? She's trying to get us on the next available upgrade which should be very soon.

Chad

From: McCreery, Susan [mailto:smccreer@harris.com]
Sent: Thursday, May 02, 2013 3:08 PM
To: Chad Meyer
Subject: RE: Update ---- Good News!

Chad:

Any word on your PO? I want to put you on the next available upgrade but I can't move forward without the PO.

I hope your being safe but catching the scum-bags ☺

Susan

Susan D. McCreery
Western Regional Account Manager
Harris Corporation
C4ISR Programs
susan.mccreery@harris.com
321-258-9631
321-409-6975 (e-fax)
www.wpg.harris.com/wpg

d this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

Kerrstyn Vega

From: Chad Meyer
Sent: Tuesday, May 07, 2013 11:08 AM
To: Ryan Tisdale; Kerrstyn Vega
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)
Attachments: 849.pdf

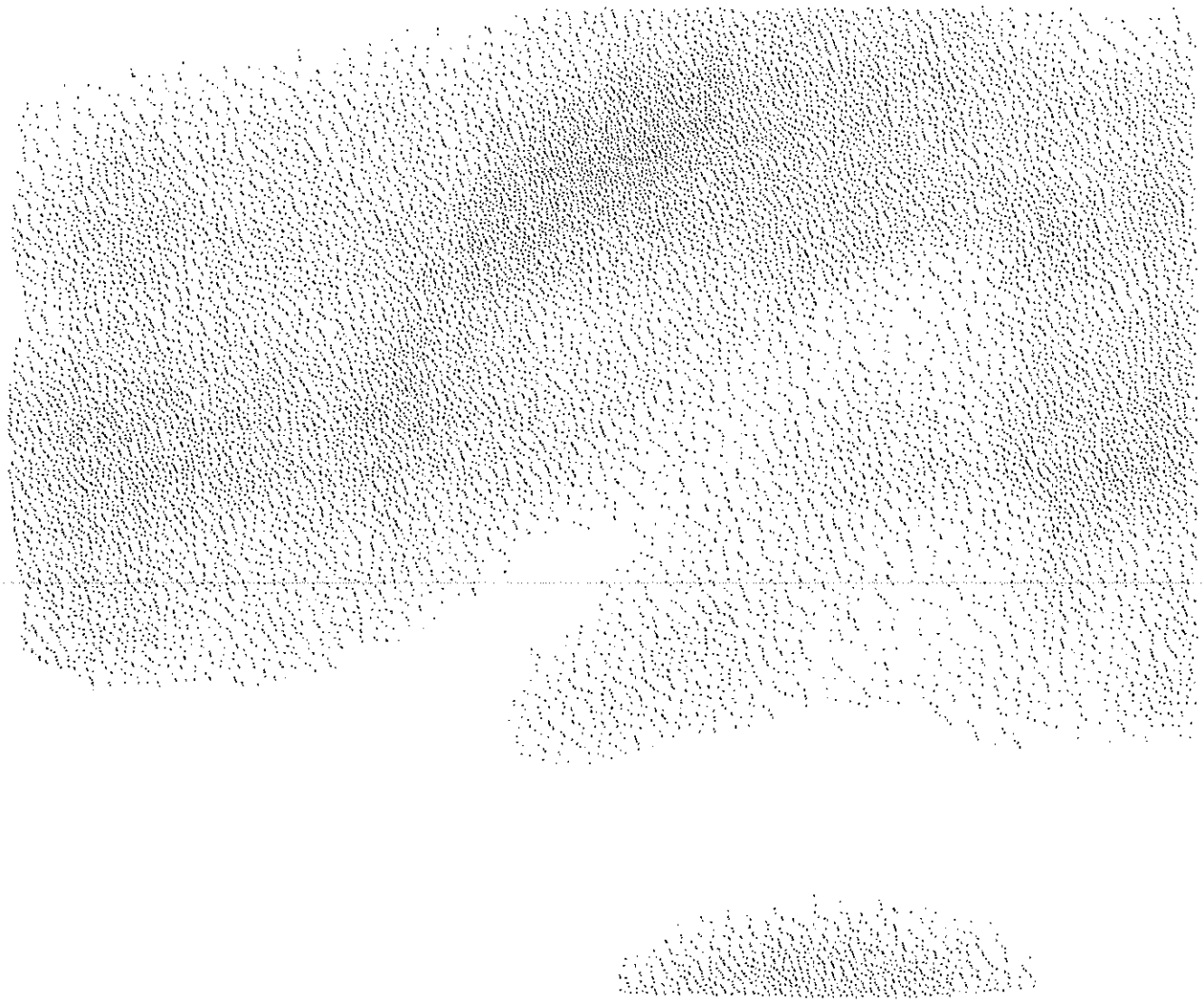
Follow Up Flag: Follow up
Flag Status: Flagged

Hey guys, Harris received our PO but were asking about the payment for software. I know the software was a little tricky so I was wondering if one of you could call Susan McCreery and talk to her about it. We are getting training for free so dont worry about that part.

Thanks!

Chad

From: McCreery, Susan [smccreer@harris.com]
Sent: Tuesday, May 07, 2013 10:41 AM
To: Chad Meyer
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)



Chad:

We received the PO but I don't see the [redacted] software on here or training. Is that coming on another PO?

Thanks

Susan D. McCreery

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

From: Carrington, Stephene@CalEMA [mailto:Stephene.Carrington@calema.ca.gov]
Sent: Tuesday, May 07, 2013 12:02 PM

To: McCreery, Susan
Subject: 1122 Program Purchase Order (Anaheim PD # 849)

Hi Susan,

I've attached a purchase order for the Anaheim Police Department. I have already faxed it to 321-409-6975. Please let me know if you have any questions.

Thank you,

Stephene Carrington
1033/1122 Program
desk: (916) 845-8708
Stephene.Carrington@CalEMA.ca.gov
3650 Schriever Avenue, Mather, CA 95655 (Attn: Stephene Carrington)

REQUISITION ORDER

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
California Public Safety Procurement Program
3650 Schriever Ave
Mather, CA 95655
(916) 845-8675 / (916) 845-8668
FAX (916) 636-3764

TO:
Harris Corp - Wireless Products Group
Susan McCreery
P.O. Box 9800 M/S R5-11A
Melbourne, FL 32902-9800

SHIP TO:
Anaheim Police Department
Chad Meyer
425 S. Harbor Blvd
Anaheim, CA 92805

BILL TO:
CalEMA/CPSPP
ATTN: Accounting
3650 Schriever Ave
Mather, CA 95655

Date	Requisition Order #	Vendor/GSA Contract #	Comments
05/07/2013	2013-0849	Harris Corp - Wireless Products Group GS-35F-0283J	QTE6779-04043

#	Item#	Item Description	Qty	Price	Amount
1	[redacted]	[redacted]	1	65,652.00	65,652.00
2			1	14,134.00	14,134.00
				Total:	79,786.00
				Shipping / Handling:	
				Sales Tax:	
				Grand Total:	79,786.00

If you have any questions concerning this order, please call MSG Cathy Vigil at (916) 845-8675 or Barrett Benson at (916) 845-8668.
This order is placed pursuant to the 1122 Program, in support of counter-drug, homeland security, or emergency response activities, under the authority of Ron Williams the State Point of Contact (SPOC) for the State of California.

John Isaacson — 5-7-13

John Isaacson — **Date Signed**

California Emergency Management Agency

Kerrstyn Vega

From: Chad Meyer
Sent: Tuesday, May 14, 2013 8:03 AM
To: Kerrstyn Vega; Ryan Tisdale
Subject: Harris Software

Good morning! I hope u guys had a good weekend. I received an email from Harris today checking on our status with payment for the software. They would like to get us scheduled for shipment as soon as possible but can't until they received the money for the software. Would you mind calling Harris today? I don't know the procedures for paying for software but I remember Ryan telling me there is a different process.

The software comes pre installed on the machine and there are no disks. We download the software required for our laptops over the internet. The software has to come on the machine because they test each unit to make sure everything works before shipment. In order to use the machine, it must have software installed on it.

Thanks!

Chad
714-497-5084

Sent from my iPhone

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, May 14, 2013 12:43 PM
To: Kerrstyn Vega
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)
Attachments: Invoice.Anaheim3.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Kerrstyn,

Here is the invoice that Chad just sent me for the Harris software.

Thanks,
Ryan

From: Chad Meyer
Sent: Tuesday, May 14, 2013 10:10 AM
To: Ryan Tisdale
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)

Hey brutha! Here is the invoice for the [redacted] software.

Chad

HARRIS

Please Remit Payments:
Harris Corporation, GCSD
Citibank Delaware
P.O. Box 7247 - LB 6759
[redacted]

INV6779-02637
Date: 05/14/2013

INVOICE

Bill & Ship To:
Anaheim Police Department
Attn: Chad Meyer
cmeyer@anaheim.net
425 S. Harbor Blvd.
Anaheim, CA 92805

Purchase Order	Payment Terms	Harris Order No:
2013-0849	Net 30	ORD6779-02367

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ORDERED	SHIPPED	BO	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1			[redacted]	[redacted] Software	$20,000	$20,000.00

Subtotal	$20,000.00
Tax:	$00.00
Freight:	$00.00
Purchase Price:	$20,000.00 USD

Intermediary Account Holder:
Harris Corp., GCSD
2400 Palm Bay Road NE
Mailstop 3-11B
Palm Bay, FL 32905
Bank Address:
Citibank Delaware
Philadelphia, PA
Swift Code: CITIUS33

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, June 11, 2013 6:55 PM
To: Kerrstyn Vega
Subject: Harris contact
Attachments: Susan McCreery.vcf; ATT00001.htm

Hi Kerrstyn,

Sorry, just saw this. Here is the Harris contact.

Sent from my iPhone

Begin forwarded message:

> **From:** Chad Meyer <CMeyer@anaheim.net>
> **Date:** May 22, 2013, 2:47:17 PM PDT
> **To:** Ryan Tisdale <RTisdale@anaheim.net>
> **Subject: Contact**

Full Name:	Susan McCreery
Last Name:	McCreery
First Name:	Susan
Job Title:	Account Manager
Company:	Harris Corporation
Business:	(321) 309-7459
Mobile:	*82321-258-9631
Primary Phone:	(321) 309-7459
Business Fax:	(321) 409-6975
E-mail:	smccreer@harris.com
E-mail Display As:	Susan McCreery (smccreer@harris.com)

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Wednesday, June 12, 2013 11:42 AM
To: 'smccreer@harris.com'
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)
Attachments: Invoice.Anaheim3.pdf

Good Morning Susan,

I work for Anaheim PD and I had a quick question regarding invoice #INV6779-02637 for $20,000.00. Do you know why there was no tax added on the invoice?
I couldn't recall if software wasn't taxed and maybe that was the reason, but I just wanted to verify that we shouldn't be paying tax as well.

Thank You,

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

HARRIS

Please Remit Payments:
Harris Corporation, GCSD
Citibank Delaware
P.O. Box 7247 - LB 6759
[redacted] USA

INV6779-02837
Date: 05/14/2013

INVOICE

Bill & Ship To:
Anaheim Police Department
Attn: Chad Meyer
cmeyer@anaheim.net
425 S. Harbor Blvd.
Anaheim, CA 92805

Purchase Order	Payment Terms	Harris Order No:
2013-0849	Net 30	ORD6779-02367

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ORDERED	SHIPPED	BO	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1			[redacted]	[redacted] Software	$20,000	$20,000.00

Subtotal	$20,000.00
Tax:	$00.00
Freight:	$00.00
Purchase Price:	$20,000.00 USD

Intermediary Account Holder:
Harris Corp., GCSD
2400 Palm Bay Road NE
Mailstop 3-11B
Palm Bay, FL 32905
Bank Address:
Citibank Delaware
Philadelphia, PA
Swift Code: CITIUS33

Kerrstyn Vega

From: McCreery, Susan <smccreer@harris.com>
Sent: Wednesday, June 12, 2013 11:46 AM
To: Kerrstyn Vega
Subject: RE: 1122 Program Purchase Order (Anaheim PD # 849)

Kerrstyn:

I think if an actual product (CD with software on it) is shipped, then you have to pay tax but the software was downloaded from our web site so nothing was actually "delivered". Thus you don't have to pay tax :)

Susan D. McCreery
Western Regional Account Manager
Harris Corporation
C4ISR Programs
susan.mccreery@harris.com
321-258-9631
321-409-6975 (e-fax)
www.wpg.harris.com/wpg

-----Original Message-----
From: Kerrstyn Vega [mailto:KVega@anaheim.net]
Sent: Wednesday, June 12, 2013 2:42 PM
To: McCreery, Susan
Subject: FW: 1122 Program Purchase Order (Anaheim PD # 849)

Good Morning Susan,

I work for Anaheim PD and I had a quick question regarding invoice #INV6779-02637 for $20,000.00. Do you know why there was no tax added on the invoice?
I couldn't recall if software wasn't taxed and maybe that was the reason, but I just wanted to verify that we shouldn't be paying tax as well.

Thank You,

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-3846
fax- 714-765-3805
kvega@anaheim.net

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Kerrstyn Vega

From: Dave Vangsness
Sent: Monday, August 05, 2013 1:31 PM
To: Kerrstyn Vega
Subject: RE: PA Systems for Helicopters - New FY11 Project
Attachments: DRT MOU.PDF

OK thanks
As for the MOU, here is all I have.

From: Kerrstyn Vega
Sent: Monday, August 05, 2013 1:25 PM
To: Dave Vangsness
Subject: RE: PA Systems for Helicopters - New FY11 Project

Just sent her an email with the answer- the AEL system is still down so I had to search for the info. It looks like it will work so whatever the state suggests is good.
Also, on a side note, I did a search for the DRT MOU in the City Clerk's laserfiche, but couldn't come up with anything. If you can get me the actual title of the MOU, I may have better luck.

From: Dave Vangsness
Sent: Monday, August 05, 2013 1:06 PM
To: Kerrstyn Vega
Subject: FW: PA Systems for Helicopters - New FY11 Project

K,
Can you answer this or point me to the right document? I don't have any AEL to look at much less AEL # 18AC-00-ACFT1 !!

From: Leslie, Lauren [mailto:lleslie@santa-ana.org]
Sent: Monday, August 05, 2013 12:12 PM
To: Dave Vangsness; Bryan Santy
Cc: Kerrstyn Vega; BHadley@santa-ana.org; Brian Sheldon
Subject: RE: PA Systems for Helicopters - New FY11 Project

Lt. Vangsness,

Thank you for the heads up. Is your office able to review the AEL information and verify the project fits under the number list below from Joe? The modification will be held up by the State until this information is confirmed and adjusted on the workbook. Please let me know if you have any questions.

Thanks again,

Lauren Leslie
Homeland Security Division
Santa Ana Police Department
Office: (714) 245-8739
Fax: (714) 245-8098

From: Dave Vangsness [mailto:DVangsness@anaheim.net]
Sent: Monday, August 05, 2013 11:59 AM
To: Leslie, Lauren; Bryan Santy
Cc: Kerrstyn Vega; Hadley, Brad; Sheldon, Brian
Subject: RE: PA Systems for Helicopters - New FY11 Project

Leslie,
Bryan is on vacation for two weeks.
In answer to the main question, yes the speakers are going to be mounted on the helicopters.

From: Leslie, Lauren [mailto:lleslie@santa-ana.org]
Sent: Monday, August 05, 2013 9:35 AM
To: Bryan Santy
Cc: Kerrstyn Vega; Dave Vangsness; BHadley@santa-ana.org; Brian Sheldon
Subject: PA Systems for Helicopters - New FY11 Project
Importance: High

Sgt. Santy,

I am in the process of doing a modification to the FY11 UASI State Workbook to add the PA Systems for the Helicopters and had a question from Joe Anderson regarding the AEL. Are the PA Systems going to be mounted on the helicopters? If so, he is instructing us to use AEL # 18AC-00-ACFT. Can you please review this AEL and let me know if the equipment being described is what you are looking to purchase under this project? Once I receive verification on the correct AEL from you, I will forward the information and modification to Joe for approval.

Please let me know you have any questions.

Thank you!

Lauren Leslie
Homeland Security Division
Santa Ana Police Department
Office: (714) 245-8739
Fax: (714) 245-8098

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

ANAHEIM POLICE DEPARTMENT
ELECTRONIC SURVEILLANCE UNIT (ESU)

ASSISTANCE TO OUTSIDE JURISDICTIONS

The purpose of this policy is to set forth policy and procedures for responding to requests for assistance from adjacent jurisdictions requesting Anaheim Police Department's Electronic Surveillance Unit.

PURPOSE AND SCOPE

The Anaheim Police Department's Electronic Surveillance Unit (ESU) is available to assist outside police agencies with [redacted] when available. ESU utilizes Digital Receiver Technology (DRT) purchased with 2008 UASI grant funds. When requested, Anaheim will provide [redacted] DRT equipment and two investigators to operate the device.

RESPONSE PROCEDURES

1. When an outside police agency requests ESU for assistance with an ongoing investigation, the request should be directed to Anaheim Police Department Crime Task Force Sergeant Mike Helmick (714-497-6312).

2. The CTF Sergeant will review the request and make a determination whether it meets the following criteria:

    a. Violent felony such as murder, kidnap, or rape or the case involves a terrorist related activity/event
    b. Suspect who committed one of the aforementioned crimes is outstanding and there is a likelihood the violence will continue

3. Upon the CTF Sergeant's approval of the request for assistance, the requesting agency will be billed a one time [redacted] fee of approximately $500 by the cellular phone company. [redacted]

4. If the request is in the course of normal business hours (Tues-Friday, 0800-1800) there will not be a personnel charge associated with the request. If the request is outside of a normal workday, or during a scheduled day off, the

requesting agency will incur the overtime costs of the investigators assigned, at a rate of $70/hour per investigator and $84/hour for the CTF Sergeant.

5. Upon deployment of the DRT and accompanying investigators, it is the requesting agency's responsibility to supply an arrest/surveillance team

6. If multiple requests for service are fielded by the CTF Sergeant at or near the same time, priority will be given to the request which meets more of the criteria listed in # 2 of this form, or is deemed more likely to result in a successful apprehension.

7. If while working a case the CTF Sergeant receives an additional request from an outside police agency with a higher priority, ESU will discontinue the current case and start work on the more critical case. If possible, the case discontinued will be reinitiated upon completion of the critical case.

8. The Anaheim Police Department reserves the right to make the decision on the use of the DRT equipment since it is housed and maintained by the Anaheim Police Department.

9. Employees of the Anaheim Police Department have to be trained on the use of the DRT equipment and this training is ongoing. Therefore, the DRT equipment will not be loaned to outside police agencies who do not have the necessary training to operate the equipment.

Kerrstyn Vega

From: Ryan Tisdale
Sent: Wednesday, September 25, 2013 1:07 PM
To: Kerrstyn Vega
Subject: Re: Anaheim

Thanks Kerrstyn!

Sent from my iPhone

> On Sep 25, 2013, at 1:06 PM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:
>
> Hi Ryan,
>
> We issued a check to Harris on 6/17/13 (Check # 1641411). I have attached a copy of the check, their invoice to us for the software and the memo we used in lieu of the PO due to the covert purchase. Let me know if you need anything else.
>
> Thanks,
>
> K
> _____
> From: Ryan Tisdale
> Sent: Monday, September 23, 2013 9:57 AM
> To: Kerrstyn Vega
> Subject: Fwd: Anaheim
> Good morning Kerrstyn,
>
> Read below and see what you think. It is from Susan at Harris reference the software.
>
> Thanks,
> Ryan
>
> Sent from my iPhone
>
> Begin forwarded message:
> From: "McCreery, Susan" <smccreer@harris.com<mailto:smccreer@harris.com>>
> Date: September 23, 2013 at 9:14:16 AM PDT
> To: Ryan Tisdale <RTisdale@anaheim.net<mailto:RTisdale@anaheim.net>>
> Subject: Re: Anaheim
> Ryan
>
> According to our Finance folks since they don't have a PO they require payment before we can install the Software. Sorry for any inconvenience.
>
> Susan
>
> Susan McCreery
> Sales Account Manager

> C4ISR
> 321-258-9631
>
> On Sep 19, 2013, at 2:54 PM, "Ryan Tisdale" <RTisdale@anaheim.net<mailto:RTisdale@anaheim.net>> wrote:
>
>
> Hi Susan,
>
> Chad just emailed me about the 20k for software, we can not issue you a PO because we have bypassed our city purchasing. I think in the past you guys have just invoiced us correct?
>
> Sent from my iPhone
>
> _____
>
> THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.
>
>
> <1641411.pdf>
> <SKMBT_C45413092513080.pdf>

Kerrstyn Vega

From: Ryan Tisdale
Sent: Monday, October 14, 2013 12:40 PM
To: Kerrstyn Vega
Subject: Re: Harris upgrade

You were right Aug 15 and 16

Sent from my iPhone

On Oct 14, 2013, at 11:50 AM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Did the training occur 8/15-8/16? Or should I change the date on that?
>
> **From:** Ryan Tisdale
> **Sent:** Thursday, October 10, 2013 2:54 PM
> **To:** Kerrstyn Vega
> **Subject:** Fwd: Harris upgrade
>
> Can you cut and paste this into the quarterly report please.
>
> Thanks,
> Ryan
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Ryan Tisdale <RTisdale@anaheim.net>
> > **Date:** October 10, 2013 at 9:43:54 AM PDT
> > **To:** Ryan Tisdale <RTisdale@anaheim.net>
> > **Subject: Harris upgrade**
> >
> > Update on the Harris equipment: We have received the hardware purchased through Cal EMA's 1122 program and the software purchased through the City of Anaheim has been downloaded onto it.
> >
> > We are currently in the process of procuring the [redacted] which complements the new hardware and software. This purchase of the [redacted] should cost somewhere around 10K, we are researching the appropriate method to purchase this item, it may have to be a covert purchase as was the upgrade to the Harris equipment.
> >
> > Sent from my iPad

KEYW

The KEYW Corporation
Engineering Integration Group

10 October 2013

To: Anaheim Police Department
Attention: Chad Meyer
Subject: FIRM FIXED PRICE Quote
Quote #: 101013-002

All products are delivered with user manuals. Ground shipping is included in the price.

Delivery Schedule - [redacted] is back ordered and will ship on 20 December 2013.

LINE ITEM	PART NUMBER	ITEM	QTY	UNIT PRICE	TOTAL FIRM FIXED PRICE
1	[redacted]		1	$9,050.00	$9,050.00

Product will be delivered to: California

California sales tax:	**$678.75**
TOTAL	**$9,728.75**

The KEYW Corporation is required to collect sales tax in the amount quoted above. Any order resulting from this quote shall include the sales tax amount unless the Buyer provides an exemption certificate.

This proposal is valid for a period of 30 days from the date of this quote and shall remain valid through 11/9/2013.
The quote number appearing on this document should be referenced on all orders and other related correspondence.

Warranty Statement:

A one (1) year warranty is included in the quoted price of the product unless otherwise specified above. The warranty period shall start upon acceptance of the products.

The KEYW Corporation warrants each new product manufactured to be free from defects in material and workmanship under normal use and service for the warranty period. This warranty is provided to the original end user and is not assignable or transferable. The KEYW Corporation will repair, without charge, any KEYW product which fails due to a defect in material or workmanship within the warranty period. This warranty excludes damage caused by improper operation, testing, repair, modification, alteration, adjustment, installation, or maintenance of the KEYW product. Damage resulting from either accident or neglect is also excluded. The preceding warranty is The KEYW Corporation's only warranty concerning the products, services and any deliverables resulting under this order, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, non-infringement or otherwise.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY AND EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAW, IN NO EVENT SHALL KEYW BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE WARRANTY, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. THE KEYW CORPORATION SHALL NOT BE LIABLE FOR THE LOSS OF ANTICIPATORY PROFITS.

Technical questions regarding the products may be addressed to Bill Wygal at (443) 270-5286 or via email at bwygal@keywcorp.com. For contractual questions, please contact Gwen Pal at (443) 733-1803 or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact Jennifer Edwards at (443) 270-5298 or via email at jedwards@keywcorp.com.

cc: Bill Wygal, KEYW Products Technical Lead
Jennifer Edwards, KEYW Program Manager
Mike Oldenburg, KEYW Division Director

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, November 12, 2013 1:38 PM
To: Kerrstyn Vega
Cc: Chad Meyer
Subject: Harris [redacted]
Attachments: Harris gear [redacted] - memo to Chief 11-12-13.docx; KEYW_ALL sole source.pdf; 101013-002.pdf

Hey Kerrstyn,

Here is the Covert Purchase Memo along with the Quote for the [redacted] Let me know if you want me to try to get this signed or what I should do from here.

Thank you,
Ryan

City of Anaheim
POLICE DEPARTMENT
John Welter, Chief of Police

To: **Marcie Edwards**
City Manager

From: **Raul Quezada**
Chief of Police

Date: **November 12, 2013**

RE: **Covert Purchase Request**

The Police Department wishes to use Urban Areas Security Initiative (UASI) grant funds to upgrade our current covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. If information on how this device operates were to become public it would give individuals the necessary knowledge on how to defeat the device, thus compromising numerous investigations.

The total cost of the equipment is $9,728.75 which will ultimately be paid to KEYW Corporation. KEYW Corporation manufactures the [redacted] called the [redacted] which works in conjunction with the [redacted] equipment manufactured by Harris Corporation we purchased in February, 2013 with UASI funds.

Approval of this request is being sought pursuant to municipal code section 1.04.311 and, if approved, will be managed in adherence with all applicable provisions in that code section. Also, as further required by code, the amount of this purchase is stated as falling under an amount which was appropriated and available for such purpose pursuant to City Council Resolution 2012-093, authorizing the acceptance of the 2012 UASI grant.

APPROVED BY:

_____
Raul Quezada, Chief of Police

_____
Marcie Edwards, City Manager

Anaheim Police Dept.
425 S. Harbor Blvd.
Anaheim, CA 92805
TEL: 714.765.1986
FAX: 714.765.1690

KEYW

August 1, 2013

KEYW PRODUCTS – Sole Source Justification Statement
KEYW Proprietary

To whom it may concern:

The following products are developed and owned exclusively by the KEYW Corporation with all rights reserved. KEYW maintains sole proprietary ownership of the below listed product lines. These products are available to qualified government customers, including those at the state and local level.

[redacted]

[redacted] The unit includes several new capabilities relative to the first generation [redacted] for better performance and enhanced usability and a newly redesigned, rugged composite housing for improved survivability.

[redacted]

Technical questions regarding the products may be addressed to Bill Wygal at (443) 270-5286 or via email at bwygal@keywcorp.com. For contractual questions, please contact Gwen Pal at (443) 733-1803 or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact Jennifer Edwards at (443) 270-5298 or via email at jedwards@keywcorp.com.

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, November 12, 2013 2:41 PM
To: Kerrstyn Vega
Cc: Chad Meyer
Subject: RE: Harris [redacted]
Attachments: Cost Benefit Analysis - Harris Project upgrade [redacted] doc-1.docx

Cost Benefit Analysis...Here you go

From: Kerrstyn Vega
Sent: Tuesday, November 12, 2013 1:54 PM
To: Ryan Tisdale
Cc: Chad Meyer
Subject: RE: Harris [redacted]

Hey!! I am going to have to get the 1122 thing signed by the Chief as well so I will just hand both over to Vangs tomorrow. Did you fill out the cost benefit analysis? We will have to attach it to that.

Thanks!
K

From: Ryan Tisdale
Sent: Tuesday, November 12, 2013 1:38 PM
To: Kerrstyn Vega
Cc: Chad Meyer
Subject: Harris [redacted]

Hey Kerrstyn,

Here is the Covert Purchase Memo along with the Quote for the [redacted] Let me know if you want me to try to get this signed or what I should do from here.

Thank you,
Ryan

FY12 Anaheim/ Santa Ana UASI Grant Program
Project Cost/ Benefit Analysis

Project Name:	Harris Project
Prepared By:	Ryan Tisdale
Date:	11/12/13

PROJECT OVERVIEW AND BACKGROUND

Provide a brief overview, background and definition for the project.

The Anaheim Police Department desires to use UASI grant dollars to upgrade previously purchased covert surveillance equipment. The high tech equipment upgrade will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This purchase is an upgrade to the Harris device purchased in FY2013 which will give us the ability to [redacted]

DISCUSSION OF ALTERNATIVES

For each of the topics listed below, discuss the project ground rules and assumptions.

ALTERNATIVE #1 – DO NOTHING – Make No Purchase or Implement no Project

Current Situation / Status

Without an upgrade to our system [redacted] and without this upgrade we will be severely limited in our abilities.

Impact of Not Making the Purchase or Implementing the Project

Currently, every city in Orange County has benefited from the Harris device. Without an upgrade to our [redacted] Orange County as a whole would lose valuable knowledge necessary to investigate terrorism cases and solve crimes.

ALTERNATIVE #2 – Follow Competitive Bid Process

Goals

This procurement process does not require a competitive bid. The City of Anaheim also does not require a competitive bid due to the fact that this purchase is considered a "covert purchase" which only requires the signatures of the City Manager and the Chief of Police.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities.

Technical Concept (How will the equipment or service work?)

How the Harris system upgrade works is proprietary to Harris and KEYW Corporation and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our current Harris device and will be managed in the same manner. Investigator Ryan

Tisdale will work as project manager for this project.

Acquisition Strategy:

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/14/13	City Manager & Police Chief sign the Covert Purchase request
12/15/13	KEYW Corporation delivers equipment
1/2/14	Training on equipment
1/15/14	Equipment deployed

ALTERNATIVE #3 – Sole Source Procurement Request

Goals (What is unique about what this alternative approach will attempt to accomplish?)

1. A competitive bidding process would allow this technology to become public record.
2. By limiting the amount of public exposure related to this technology, law enforcement agencies throughout the County will preserve their investigative advantage over criminals and terrorists who are looking to thwart efforts to stop them.

Functional Concept (What will the equipment or service do?)

This upgrade will allow the Anaheim Police Department to conduct [redacted] and without this upgrade we will be severely limited in our abilities

Technical Concept (How will the equipment or service work?)

How the Harris system works is proprietary to Harris and KEYW Corporation and they are not willing to release the specifics. Knowledge of how this system works could potentially jeopardize the success of the device.

Project/Program Management Concept (How will the project/program be managed?)

This will only be an upgrade to our recent Harris upgrade and will be managed in the same manner. Investigator Ryan Tisdale will work as project manager for this project.

Acquisition Strategy:

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

High Level Schedule (add rows as needed):

Date	*Milestone*
11/14/13	City Manager & Police Chief sign the Covert Purchase request
12/15/13	Harris delivers equipment
1/2/14	Training on equipment
1/15/14	Equipment deployed

LIFE-CYCLE COSTS AND BENEFITS

For each alternative, discuss the costs and benefit of the product or service according to its life-cycle.

Life Cycle Cost Summary: Over the expected lifetime of the product or service in question, add the maintenance, enhancement, training/staffing, tangible benefits, cost savings, etc.

ALTERNATIVE #1 - DO NOTHING

[redacted] This will severely limit our ability to investigate terrorist and criminal cases and to [redacted]

ALTERNATIVE #2 – Follow Competitive Bid Process

We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.

ALTERNATIVE #3 – Sole Source Procurement Request

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

RISK ANALYSIS

ALTERNATIVE #1 - DO NOTHING

Risk Description

[redacted] This will severely limit our ability to investigate terrorist and criminal cases and to [redacted]

ALTERNATIVE #2 – Follow Competitive Bid Process

Risk Description

We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.

ALTERNATIVE #3 – Sole Source Procurement Request

Risk Description

100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

COST/ BENEFIT ANALYSIS

Given anticipated costs, benefits and the known risks, which of the alternatives presented above provides the best choice?

Alternative	Rank	Reason
Alt 1.	3	[redacted] This will severely limit our ability to investigate terrorist and criminal cases and to [redacted]
Alt. 2	2	We cannot do a competitive bid process because the release of this information could jeopardize current cases and upcoming cases and investigations.
Alt. 3	1	100% of this purchase will be directly through KEYW Corporation who manufactures the [redacted] for Harris Corporation.

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, November 12, 2013 2:50 PM
To: Chad Meyer; Kerrstyn Vega
Subject: RE: Harris [redacted]

Thanks K

From: Chad Meyer
Sent: Tuesday, November 12, 2013 2:43 PM
To: Kerrstyn Vega
Cc: Ryan Tisdale
Subject: Re: Harris [redacted]

Thanks for all of ur help!! I appreciate it.

Chad
Sent from my iPhone

On Nov 12, 2013, at 2:42 PM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Awesome!! Thanks! I typed up the City Manager form and I will hand it over to Vangs to get the Chief and CM to sign. Once I get both back, I can issue them a check.
>
> K
>
> **From:** Ryan Tisdale
> **Sent:** Tuesday, November 12, 2013 2:41 PM
> **To:** Kerrstyn Vega
> **Cc:** Chad Meyer
> **Subject:** RE: Harris [redacted]
>
> Cost Benefit Analysis...Here you go
>
> **From:** Kerrstyn Vega
> **Sent:** Tuesday, November 12, 2013 1:54 PM
> **To:** Ryan Tisdale
> **Cc:** Chad Meyer
> **Subject:** RE: Harris [redacted]
>
> Hey!! I am going to have to get the 1122 thing signed by the Chief as well so I will just hand both over to Vangs tomorrow. Did you fill out the cost benefit analysis? We will have to attach it to that.
>
> Thanks!
> K
>
> **From:** Ryan Tisdale
> **Sent:** Tuesday, November 12, 2013 1:38 PM
> **To:** Kerrstyn Vega

Cc: Chad Meyer
Subject: Harris [redacted]

Hey Kerrstyn,

Here is the Covert Purchase Memo along with the Quote for the [redacted] Let me know if you want me to try to get this signed or what I should do from here.

Thank you,
Ryan

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, December 03, 2013 4:27 PM
To: Kerrstyn Vega
Subject: Re: [redacted]

Sure no problem. They didn't even need the memo which was cool. I will get you that when it arrives.

Sent from my iPhone

On Dec 3, 2013, at 4:10 PM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Hey Ryan,
>
> Did that memo work for the vendor to order the [redacted] When we receive it, can you send me the packing slip and then ask them for an invoice?
>
> Gracias!
> K
>
> **Kerrstyn Vega**
> Anaheim Police Department
> Special Ops- Emergency Management Bureau
> ph- 714-765-3846
> fax- 714-765-3805
> kvega@anaheim.net

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, December 17, 2013 7:03 AM
To: Kerrstyn Vega
Subject: Fwd: Harris Corp. Invoice No. INV6779-03911
Attachments: INV6779-03911.ANAHEIM.pdf; ATT00001.htm

This has to be a mistake right? We paid this a while ago. I think I remember Susan saying something similar and we showed her the paid check.

Sent from my iPhone

Begin forwarded message:

> **From:** "Curry, Brian" <bcurry@harris.com>
> **Date:** December 17, 2013 at 5:40:17 AM PST
> **To:** "RTisdale@anaheim.net" <RTisdale@anaheim.net>
> **Cc:** "McCreery, Susan" <smccreer@harris.com>, "Wheeler, Dawnn" <dwheel01@harris.com>
> **Subject: Harris Corp. Invoice No. INV6779-03911**
>
> Good morning Ryan,
>
> We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?
>
> Thank you.
>
> Brian W. Curry
>
> Contracts Manager
> **Harris Corporation, GCS**
> Office: (321) 309-7163
> E-Fax: (321) 726-3123
> E-Mail: brian.curry@harris.com
>
> CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.

HARRIS

Harris Proprietary

Invoice	INV6779-03911
Date	10/11/2013
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

Invoice

Bill To:
Anaheim Police Department
CalEMA/CPSPP
Attn: Accounting
3650 Schriever Ave.
Mather CA 95655

Ship To:
Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
2013-0849	ANAHEIM PD	WPG5	BEST WAY	Net 30	8/8/2013	ORD6779-02367

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		[redacted]	[redacted] Serial Number		$65,652.00	$65,652.00
			SN 292				
1	1		2009523-101	Laptop PC			$0.00
1	1		[redacted]	[redacted] Serial Number		$14,134.00	$14,134.00
			SN 30208				

Remit Payment To:

Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA [redacted]	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	$79,786.00
Deposit	$0.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$79,786.00

HARRIS

SHIPPER

1. SHIPMENT NO.	2. REFERENCE #	3. CONTRACT NUMBER/P.O. NUMBER	4. SUPPLEMENT# & CHANGE ORDER#	5. PROJECT/ACTIVITY or DEPT
	ANA 849	2013-0849		6779-X953

6. SHIPPED VIA	7. PAYMENT TERMS	8. DATE SHIPPED	9. PAGE	OF
ATF FEDEX 2D * SEE BELOW	PREPAID	30-Sep-13	1	1

10. SHIPMENT INITIATED BY	11. SHIPMENT AUTHORIZED BY	12. ACCEPTANCE POINT
JRUBEL (JRUBEL@HARRIS.COM)(305-7320)	BCURRY (BCURRY@HARRIS.COM)(305-7165)	FOB DESTINATION

13. PRIME CONTRACTOR
HARRIS CORPORATION, GCSD
P.O. BOX 37
MELBOURNE, FL 32902

14. PRIME CONTRACT ADMINISTERED BY

15. SHIPPED FROM (IF OTHER THAN 13.)
HARRIS CORPORATION, GCSD
407 N. JOHN RODES BLVD
MELBOURNE, FL 32934

16. PAYMENT WILL BE MADE BY

17. SHIPPED TO
ANAHEIM POLICE DEPT
425 S. HARBOR BLVD
ANAHEIM, CA 92805

18. MARKED FOR
ATTN: CHAD MEYER
RMA:
PHONE: 714-497-5084
FAX:

19. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE
001	[redacted]	1	EA	$65,652.00	$65,652.00
002	2009823-101 LAPTOP	1	EA	$0.00	$0.00
003	[redacted]	1	EA	$20,000.00	$20,000.00
004		1	EA	$14,134.00	$14,134.00

* TRACKING #S
1 CTN - 28 X 28 X 22 - 100# - 7988 0051 4098
1 CTN - 31 X 23 X 16 - 64# 0 7988 0051 4306

AFTER THE FACT SHIPPER DATED 10/8/13
PARTS SHIPPED AS DATED ABOVE

25. EXPORT INFO		
	COUNTRY OF ORIGIN:	AES XTN:
	TOTAL VALUE OF SHIPMENT (USD):	AES ITN:
	LICENSE NUMBER:	INCO:
	EXP DATE: LODGED:	ENTRY NUMBER:

26. REASON FOR SHIPMENT	28. PACKAGED BY	DATE
CONTRACTUAL	AP	30-Sep-13

27. SHIPPING INSPECTOR	29. DIMENSIONS	30. TYPED BY	DATE
0683 30-Sep-13	* SEE ABOVE	VG	8-Oct-13

31. NUMBER OF PIECES	32. WEIGHT (pounds)
* 2 CTNS	164#

31. CHOOSE ONE	33. SHIPPER NUMBER
	R14-0470

SIGNATURE DATE

H-6114 (REV 07/08)

1367

REQUISITION ORDER

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
California Public Safety Procurement Program
3650 Schriever Ave
Mather, CA 95655
(916) 845-8675 / (916) 845-8668
FAX (916) 636-3764

TO:
Harris Corp - Wireless Products Group
Susan McCreery
P.O. Box 9800 M/S R5-11A
Melbourne, FL 32902-9800

SHIP TO:
Anaheim Police Department
Chad Meyer
425 S. Harbor Blvd
Anaheim, CA 92805

BILL TO:
CalEMA/CPSPP
ATTN: Accounting
3650 Schriever Ave
Mather, CA 95655

Date	Requisition Order #	Vendor/GSA Contract #	Comments
05/07/2013	2013-0849	Harris Corp - Wireless Products Group GS-35F-0283J	QTE6778-04043

#	Item#	Item Description	Qty	Price	Amount
1	[redacted]	[redacted]	1	65,652.00	65,652.00
2			1	14,134.00	14,134.00

Total:	79,786.00
Shipping / Handling:	
Sales Tax:	
Grand Total:	79,786.00

If you have any questions concerning this order, please call MSG Cathy Vigil at (916) 845-8676 or Barrett Benson at (916) 845-8668. This order is placed pursuant to the 1122 Program, in support of counter-drug, homeland security, or emergency response activities, under the authority of Ron Williams the State Point of Contact (SPOC) for the State of California.

John Isaacson — 5-7-13

John Isaacson
California Emergency Management Agency

Date Signed

A0436

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, December 17, 2013 7:09 AM
To: Ryan Tisdale
Subject: Re: Harris Corp. Invoice No. INV6779-03911

Yes! These guys are crazy! I am on my way into the office and I will send you a copy of the check to send them again.

Sent from my iPhone

> On Dec 17, 2013, at 7:02 AM, "Ryan Tisdale" <RTisdale@anaheim.net> wrote:
>
> This has to be a mistake right? We paid this a while ago. I think I remember Susan saying something similar and we showed her the paid check.
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> From: "Curry, Brian" <bcurry@harris.com<mailto:bcurry@harris.com>>
> Date: December 17, 2013 at 5:40:17 AM PST
> To: "RTisdale@anaheim.net<mailto:RTisdale@anaheim.net>"
<RTisdale@anaheim.net<mailto:RTisdale@anaheim.net>>
> Cc: "McCreery, Susan" <smccreer@harris.com<mailto:smccreer@harris.com>>, "Wheeler, Dawnn"
<dwheel01@harris.com<mailto:dwheel01@harris.com>>
> Subject: Harris Corp. Invoice No. INV6779-03911
>
> Good morning Ryan,
>
> We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?
>
> Thank you.
>
> Brian W. Curry
>
> Contracts Manager
> Harris Corporation, GCS
> Office: (321) 309-7163
> E-Fax: (321) 726-3123
> E-Mail: brian.curry@harris.com<bcurry@harris.com>
>
> CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.
>

> <INV6779-03911.ANAHEIM.pdf>

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, December 17, 2013 8:30 AM
To: Kerrstyn Vega
Subject: Re: Harris Corp. Invoice No. INV6779-03911

Would you mind sending them an email.

Thanks Kerrstyn!!

Sent from my iPhone

On Dec 17, 2013, at 8:27 AM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Ok we should probably follow up because it seems like they did not release the payment. Do you want to do that or do you need me to send her an email?
>
> **From:** Ryan Tisdale
> **Sent:** Tuesday, December 17, 2013 8:23 AM
> **To:** Kerrstyn Vega
> **Subject:** Re: Harris Corp. Invoice No. INV6779-03911
>
> I thought I did a while ago, matter of fact I even left it on Cathy vigils voice mail
>
> Sent from my iPhone
>
> On Dec 17, 2013, at 8:06 AM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:
>
> > Wait- we paid Cal OES directly for this- did you notify the 1122 guys that we received the equipment so that they can release payment to Harris?
> >
> > **From:** Ryan Tisdale
> > **Sent:** Tuesday, December 17, 2013 7:03 AM
> > **To:** Kerrstyn Vega
> > **Subject:** Fwd: Harris Corp. Invoice No. INV6779-03911
> >
> > This has to be a mistake right? We paid this a while ago. I think I remember Susan saying something similar and we showed her the paid check.
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > > **From:** "Curry, Brian" <bcurry@harris.com>
> > > **Date:** December 17, 2013 at 5:40:17 AM PST
> > > **To:** "RTisdale@anaheim.net" <RTisdale@anaheim.net>
> > > **Cc:** "McCreery, Susan" <smccreer@harris.com>, "Wheeler, Dawnn" <dwheel01@harris.com>
> > > **Subject: Harris Corp. Invoice No. INV6779-03911**

Good morning Ryan,

We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION". CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.

Kerrstyn Vega

From: PersonnelKM@anaheim.net
Sent: Tuesday, December 17, 2013 8:37 AM
To: Kerrstyn Vega; Kerrstyn Vega
Subject: Message from PersonnelKM
Attachments: SPersonnelK13121708360.pdf

STATE OF CALIFORNIA

GSA ORDERING FORM - 1122 Program

(GSA Schedule Items Only)

CCDPP-1122C1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Ordering Agency

Agency Name: Anaheim Police Department LEA#: 3001

POC: Lieutenant Brian McElhaney

Phone #: (714) 448-4934 Cell#: Fax #: (714) 245-8098

Ship to

Agency Name: Anaheim Police Department

Address: 425 S. Harbor Blvd

City: Anaheim Zip 92805

POC: Chad Meyer

Selected Vendor

Company Name: Harris Corp Wireless Products Group GSA Contract#: GS-35F-0283J

POC: Susan McCreery

Phone #: (321) 309-7459 FAX: (321) 409-6975

Item#	Item Description	Qty	Price	Cost	Retail	Savings	% Saved
[redacted]		1	65,652.00	65,652.00	[illegible]	6,348.00	[illegible]
		1	14,134.00	14,134.00	15,500.00	1,366.00	[illegible]
			Total	[illegible]	[illegible]	[illegible]	[illegible]
			Shipping / Handling				
			Sales Tax				
			Grand Total:	[illegible]			

LT. B. McELHANEY

Authorizing Signature

This signed GSA Ordering form will be mailed to:
1122 Program 3650 Schriever Avenue, Mather CA 95655

Make your check payable to "CalEMA / 1122 Program".
Place your order# on the check and mail to:
CalEMA Accounting 3650 Schriever Avenue Mather CA 95655

HARRIS

Harris Proprietary

Quote	QTE6779-04043
Date	12/13/2012
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:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

Ship To:

Anaheim Police Department
Chad Meyer, Investigator
425 S. Harbor Blvd
cmeyer@anaheim.net
Anaheim CA 92805

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ANAHEIM PD	WPG5	BEST WAY	Net 30	0/0/0000	4,823

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		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] SN 292	EA		$65,652.00	$65,652.00
1	[redacted]	[redacted] SN 30208	EA		$14,134.00	$14,134.00
		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 [redacted]	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	$79,786.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Purchase Price	$79,786.00

STATE OF CALIFORNIA — CALIFORNIA EMERGENCY MANAGEMENT AGENCY

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 1/2 (Revise 07-09)

○ Counter-Drug
◉ Homeland Security
○ Emergency Response

Date: 01-Sep-13

Ordering Agency

Agency Name: Anaheim Police Department — Agency #: CA00300100
Address: 425 S. Harbor Blvd
City: Anaheim — Zip: 92805
POC: Investigator Ryan Tisdale
E-Mail: rtisdale@anaheim.net
Phone #: (714) 765-3838 — Cell#: [redacted] — Fax #: (714) 765-3805

Ship to

Agency Name: Anaheim Police Department
ATTN: Chad Meyer
Address: 425 S. Harbor Blvd
City: Anaheim — Zip: 95805

Order Justification:

The Anaheim Police Department desires to purchase covert surveillance equipment. This high tech equipment will be an Orange County asset that allows Law Enforcement to conduct covert surveillance with court approval. This equipment will be an upgrade to our current device. Without this upgrade to our system we will not be able to [redacted] and without this upgrade we will be severely limited in our abilities.

Selected Vendor

Company Name: HARRIS CORP - Wireless Products Group — GSA Contract #: GS - 35F-0283J
GSA Schedule/ SIN #: — — FEIN #: 04-2719777
Address: P.O. Box 9800, M/S R5-11A
City, State: Melbourne, Florida — Zip: 32902-9800
POC: Susan McCreery
E-Mail: smccreer@harris.com
Phone: (321) 309-7459 — Fax: (321) 409-6975

Selected Vendor Justification:

This purchase is an upgrade to the HARRIS CORP equipment we purchased in December, 2011. This purchase is [redacted] HARRIS CORP is the only manufacture who provides this upgrade to our existing system.

1122 Program Use Only

Reviewed by 1122 staff: _____ — 1122 Review Date: _____

☐ Approved ☐ Disapproved — Reason for non-approval:
☐ Non-GSA Vendor
☐ Non-GSA Item
☐ Savings Insufficient
☐ Justification Insufficient
☐ Vendor Justification Insufficient
☐ Non DHS Approved Equipment list
☐ Other *(please explain below)*

Comments

STATE OF CALIFORNIA — CALIFORNIA EMERGENCY MANAGEMENT AGENCY

1122 PROGRAM PRE-AUTHORIZATION FORM - GSA

(GSA Schedule Items Only)

1122A1 Page 2/2 (Revise 07-09)

Date 01-Sep-13

Ordering Agency

Agency Name: Anaheim Police Department — Agency #: CA00300100

POC: Investigator Ryan Tisdale — Email rtisdale@anaheim.net

Phone #: (714) 765-3838 — Cell#: [redacted] — Fax #: (714) 765-3805

Part # *DHS-AEL #	Item Description	Quantity	Price	Cost	Retail	Savings	%Saved
[redacted] 13LE-00-SURV	[redacted]	1	$65,652.00	$65,652.00		$65,652.00	0.00%
[redacted] 13LE-00-SURV		1	$14,134.00	$14,134.00		$14,134.00	0.00%
		1		$0.00		$0.00	0.00%
		1		$0.00		$0.00	0.00%
		1		$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
				$0.00		$0.00	0.00%
			Subtotal	$79,786.00		$79,786.00	0.00%
			Tax:	$0.00			
			Shipping:				
			Order Total:	$79,786.00			

Please fax this Pre-Authorization form to:
1122 Program (916) 327-8714

* *DHS - AEL # - Department of Homeland Security, Authorized Equipment List Number (For Homeland Security Only)*

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, December 17, 2013 8:39 AM
To: Vigil, Cathy@CalOES (Cathy.Vigil@CalOES.ca.gov)
Cc: rtisdale@anaheim.net; smccreer@harris.com
Subject: Order # 849
Attachments: SPersonnelK13121708360.pdf

Good Morning Cathy,

Ryan Tisdale notified the Cal OES 1122 office that we received the equipment related to Order #849 on 10/1/2013. Harris contacted us today stating that payment is 60-90 days overdue.
Are you able to tell me when Harris can expect to receive payment from Cal OES?

Thank you,

Kerrstyn

Kerrstyn Vega
Anaheim Police Department
Special Ops- Emergency Management Bureau
ph- 714-765-1919
fax- 714-765-3805
kvega@anaheim.net

Kerrstyn Vega

From:	PSPPSender <psppsender@calema.ca.gov>
Sent:	Tuesday, December 17, 2013 9:41 AM
To:	Kerrstyn Vega
Subject:	Order 849
Attachments:	[Untitled].pdf

Please open the attached document. This document was digitally sent to you using an HP Digital Sending device.

STATE OF CALIFORNIA

GSA STOCK RECEIVED FOR' 1122 Program

CCDPP-1122E1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☐ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	
2		1	

NOTE:
Please fax completed Stock Received form
to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☐ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: *I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.*

Signature Date

Kerrstyn Vega

From:	PersonnelKM@anaheim.net
Sent:	Tuesday, December 17, 2013 3:40 PM
To:	Kerrstyn Vega
Subject:	Message from PersonnelKM
Attachments:	SPersonnelK13121715390.pdf

STATE OF CALIFORNIA
GSA STOCK RECEIVED FOR' 1122 Program
CCDPP-1122E1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☒ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	1
2		1	1

Received 10/1/13

NOTE:
Please fax completed Stock Received form
to CalEMA Accounting, FAX#: (916) 845-8393.

Condition of Received Items ☒ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.

Signature 12-17-13 Date

Kerrstyn Vega

From: PersonnelKM@anaheim.net
Sent: Tuesday, December 17, 2013 3:40 PM
To: Kerrstyn Vega
Subject: Message from PersonnelKM
Attachments: SPersonnelK13121715400.pdf

STATE OF CALIFORNIA
GSA STOCK RECEIVED FOR' 1122 Program
CCDPP-1122E1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☒ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	1
2		1	1

Received 10/1/13

NOTE:
Please fax completed Stock Received form to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☒ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.

Signature 12-17-13 Date

A0452

Kerrstyn Vega

From: Kerrstyn Vega
Sent: Tuesday, December 17, 2013 3:41 PM
To: Vigil, Cathy@CalOES (Cathy.Vigil@CalOES.ca.gov)
Subject: Order #849
Attachments: SPersonnelK13121715400.pdf

HI Cathy,

Here is the signed Stock Received form for Order #849. I faxed it to the number listed as well.
Please let me know if you need anything else.

Thank you,

Kerrstyn

STATE OF CALIFORNIA
GSA STOCK RECEIVED FOR' 1122 Program
CCDPP-1122E1 (New 5-08)

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Order#: 849 Date of Order: January 15, 2013

Agency Name: Anaheim Police Department LEA#: 3001

Vendor Name: Harris Corp - Wireless Products Group ☐ Partial Delivery ☒ Complete Delivery

	Item Description	Quantity Ordered	Quantity Received
1	[redacted]	1	1
2		1	1

Received 10/1/13

NOTE:
Please fax completed Stock Received form to CalEMA Accounting. FAX#: (916) 845-8393.

Condition of Received Items ☒ Acceptable ☐ Not Acceptable

Reasons for Non-Acceptance:

Certification of Receiving Officer: I hereby certify, that I have carefully inspected the above items, and that they were received in good order except as otherwise noted.

Signature 12-17-13 Date

Page 1 of 1

A0454

Kerrstyn Vega

From: Ryan Tisdale
Sent: Tuesday, January 14, 2014 12:53 PM
To: Kerrstyn Vega
Subject: Invoice for Harris [redacted]
Attachments: Invoice for Quote #101013-002.pdf

Sorry I thought I had sent you this already...we cant find the packing slip thought.

Ryan

Invoice Number: INV-201321566
Invoice Date: 01/02/14

Bill To:
Anaheim Police Department
625 South Harbor BLVD

Anaheim, CA 92805

Remit To:
KEYW CORPORATION
7740 MILESTONE PARKWAY
SUITE 400

HANOVER, MD 21076

Terms: NET 30
Due Date: 02/01/14

Customer PO: Quote# 101013-002
Bill Number: 0001

Prime Contract:
Invoice Total: 9,728.75

Project Number: 021301.0104.0001
Description: Anaheim PD 11/26/13

Statement of Work:

Description:	SCHEDULED VALUE	PERCENT COMPLETE	PREVIOUS AMT BILLED	AMOUNT BILLABLE	CURRENT AMT DUE
LINE ITEM 1- [redacted]	9,050.00	100.00 %	0.00	9,050.00	9,050.00
California Sales Tax	678.75	100.00 %	0.00	678.75	678.75
Subtotal:	9,728.75		0.00	9,728.75	9,728.75

AMOUNT BILLABLE	9,728.75
Less PREVIOUS AMT BILLED	0.00
CURRENT AMT DUE	9,728.75
Invoice Total	9,728.75

Jennifer Edwards

Digitally signed by Jennifer Edwards
DN: cn=Jennifer Edwards, o=KEYW Corporation, ou=EIG, email=jedwards@keywcorp.com, c=US
Date: 2014.01.03 13:15:11 -05'00'

Kerrstyn Vega

From: Ryan Tisdale
Sent: Friday, January 17, 2014 12:18 PM
To: Kerrstyn Vega
Subject: Fwd: UPDATE: Harris Corp. Invoice No. INV6779-03911

I thought we had talked to Cal EMA a while ago regarding this?

Sent from my iPhone

Begin forwarded message:

> **From:** Ryan Tisdale <RTisdale@anaheim.net>
> **Date:** January 17, 2014 at 11:58:32 AM PST
> **To:** "Curry, Brian" <bcurry@harris.com>
> **Cc:** Chad Meyer <CMeyer@anaheim.net>, "McCreery, Susan" <smccreer@harris.com>, "Wheeler, Dawnn" <dwheel01@harris.com>, Kerrstyn Vega <KVega@anaheim.net>
> **Subject: Re: UPDATE: Harris Corp. Invoice No. INV6779-03911**
>
> Hi Brian,
>
> This is an issue with Cal EMA, we have paid them and they need to issue you the check. We have been in communication with them trying to get this done ever since your last email.
>
> As a requirement to utilize the 1122 program we are required to use this channel of payment. Sorry for the inconvenience this has caused hopefully this will be resolved this week.
>
> Thanks,
> Ryan
>
> Sent from my iPhone
>
> On Jan 17, 2014, at 11:28 AM, "Curry, Brian" <bcurry@harris.com> wrote:
>
> > Hello Ryan,
> >
> > I'm following up to my email below; please provide payment status as soon as possible.
> >
> > Thank you and have a nice weekend.
> >
> > Regards,
> >
> > Brian W. Curry
> >
> > Contracts Manager
> > **Harris Corporation, GCS**
> > Office: (321) 309-7163
> > E-Fax: (321) 726-3123
> > E-Mail: brian.curry@harris.com
> >
> > CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK

PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.

From: Curry, Brian
Sent: Tuesday, December 17, 2013 8:40 AM
To: 'RTisdale@anaheim.net'
Cc: McCreery, Susan; Wheeler, Dawnn
Subject: Harris Corp. Invoice No. INV6779-03911

Good morning Ryan,

We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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<INV6779-03911.ANAHEIM.PDF>

Kerrstyn Vega

From: Ryan Tisdale
Sent: Friday, January 17, 2014 12:21 PM
To: Curry, Brian
Cc: Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
Subject: Re: UPDATE: Harris Corp. Invoice No. INV6779-03911

Will do, I am sending an email to Cal EMA now. I will definitely keep you updated.

Thanks again,
Ryan

Sent from my iPhone

On Jan 17, 2014, at 12:19 PM, "Curry, Brian" <bcurry@harris.com> wrote:

> Ryan,
>
> Thank you for the quick reply. Please let us know if there is anything we can do from our end. And please, keep us apprised of any updates.
>
> v/r,
> Brian Curry
>
> **From:** Ryan Tisdale [mailto:RTisdale@anaheim.net]
> **Sent:** Friday, January 17, 2014 2:59 PM
> **To:** Curry, Brian
> **Cc:** Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
> **Subject:** Re: UPDATE: Harris Corp. Invoice No. INV6779-03911
>
> Hi Brian,
>
> This is an issue with Cal EMA, we have paid them and they need to issue you the check. We have been in communication with them trying to get this done ever since your last email.
>
> As a requirement to utilize the 1122 program we are required to use this channel of payment. Sorry for the inconvenience this has caused hopefully this will be resolved this week.
>
> Thanks,
> Ryan
>
> Sent from my iPhone
>
> On Jan 17, 2014, at 11:28 AM, "Curry, Brian" <bcurry@harris.com> wrote:
>
> > Hello Ryan,
> >
> > I'm following up to my email below; please provide payment status as soon as possible.
> >
> > Thank you and have a nice weekend.

Regards,

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Curry, Brian
Sent: Tuesday, December 17, 2013 8:40 AM
To: 'RTisdale@anaheim.net'
Cc: McCreery, Susan; Wheeler, Dawnn
Subject: Harris Corp. Invoice No. INV6779-03911

Good morning Ryan,

We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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Kerrstyn Vega

From: Ryan Tisdale
Sent: Friday, January 17, 2014 12:28 PM
To: Barrett.Benson@oes.ca.gov
Cc: Kerrstyn Vega
Subject: Anaheim PD - Harris purchase

Hi Barrett,

I just wanted to check on the status our payment to Harris Corporation reference some [redacted] equipment we purchased through the 1122 program and received back in November, 2013. I think my colleague Kerrstyn Vega reached out to you a month or so ago and I was just wondering if you needed anything else on our end to issue payment. I believe we completed the receiver paperwork but if not please let me know and I will get this done ASAP.

Thank you,
Ryan

Kerrstyn Vega

From: Ryan Tisdale
Sent: Monday, January 20, 2014 8:57 AM
To: Curry, Brian
Cc: Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
Subject: Re: UPDATE: Harris Corp. Invoice No. INV6779-03911

Perfect! Thanks Brian.

Sent from my iPhone

On Jan 20, 2014, at 7:25 AM, "Curry, Brian" <bcurry@harris.com> wrote:

> Ryan,
>
> We received the check over the weekend.
>
> Thank you for your assistance.
>
> v/r,
> Brian Curry
>
> **From:** Curry, Brian
> **Sent:** Monday, January 20, 2014 8:13 AM
> **To:** 'Ryan Tisdale'
> **Cc:** Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
> **Subject:** RE: UPDATE: Harris Corp. Invoice No. INV6779-03911
>
> Ryan,
>
> Can you please advise the remit-to address where the check was sent.
>
> Thanks,
> Brian Curry
>
> **From:** Ryan Tisdale [mailto:RTisdale@anaheim.net]
> **Sent:** Friday, January 17, 2014 5:42 PM
> **To:** Curry, Brian
> **Cc:** Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
> **Subject:** Re: UPDATE: Harris Corp. Invoice No. INV6779-03911
>
> Hi Brian,
>
> I just got this back from Cal EMA. Looks like according to their records they sent you guys a check in December. See below.
>
> If there is still something wrong please let me know.
>
> Thanks,
> Ryan

Hello Ryan,

Harris was sent the check on 19 Dec 13 (check# 04-536583). Unless there is some question from Harris, we have closed the file and you are set on that order.

Sent from my iPhone

On Jan 17, 2014, at 12:19 PM, "Curry, Brian" <bcurry@harris.com> wrote:

> Ryan,
>
> Thank you for the quick reply. Please let us know if there is anything we can do from our end. And please, keep us apprised of any updates.
>
> v/r,
> Brian Curry
>
> **From:** Ryan Tisdale [mailto:RTisdale@anaheim.net]
> **Sent:** Friday, January 17, 2014 2:59 PM
> **To:** Curry, Brian
> **Cc:** Chad Meyer; McCreery, Susan; Wheeler, Dawnn; Kerrstyn Vega
> **Subject:** Re: UPDATE: Harris Corp. Invoice No. INV6779-03911
>
> HI Brian,
>
> This is an issue with Cal EMA, we have paid them and they need to issue you the check. We have been in communication with them trying to get this done ever since your last email.
>
> As a requirement to utilize the 1122 program we are required to use this channel of payment. Sorry for the inconvenience this has caused hopefully this will be resolved this week.
>
> Thanks,
> Ryan
>
> Sent from my iPhone
>
> On Jan 17, 2014, at 11:28 AM, "Curry, Brian" <bcurry@harris.com> wrote:
>
> > Hello Ryan,
> >
> > I'm following up to my email below; please provide payment status as soon as possible.

Thank you and have a nice weekend.

Regards,

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Curry, Brian
Sent: Tuesday, December 17, 2013 8:40 AM
To: 'RTisdale@anaheim.net'
Cc: McCreery, Susan; Wheeler, Dawnn
Subject: Harris Corp. Invoice No. INV6779-03911

Good morning Ryan,

We are showing the subject invoice in the amount of $79,786.00 is 60-90 days past due. Attached is a copy of the invoice, associated with purchase order 2013-0849. Can you please check payment status and advise at your earliest convenience?

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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Kerrstyn Vega

From: Chad Meyer
Sent: Tuesday, August 05, 2014 10:07 AM
To: Kerrstyn Vega
Subject: Re: DRT Status

Its very limited and not worth it to spend all the money to [redacted]

Sent from my iPad

On Aug 5, 2014, at 10:03 AM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:

> Ok thanks for the update Chad. Do you think an agency that has no DRT capabilities would be able to put this to use to at least have the [redacted]
>
> **From:** Chad Meyer
> **Sent:** Tuesday, August 05, 2014 10:02 AM
> **To:** Kerrstyn Vega
> **Subject:** Re: DRT Status
>
> Hi Keerstyn! The DRT gear is sitting on a shelf now because it's become obsolete and is not [redacted] DRT really fell behind the curve and has not come out with updates in about two years.
>
> Chad
>
> Sent from my iPhone
>
> On Aug 5, 2014, at 9:50 AM, "Kerrstyn Vega" <KVega@anaheim.net> wrote:
>
> > Hi Chad,
> >
> > Do you know what the status is of the original DRT equipment we purchased? Is it [redacted] being used?
> >
> > Thanks,
> >
> > Kerrstyn
> >
> > **Kerrstyn Vega**
> > Anaheim Police Department
> > Budget & Finance – Support Services/UASI
> > ph- 714-765-1919
> > fax- 714-765-1616
> > kvega@anaheim.net

City of Anaheim
OFFICE OF THE CITY ATTORNEY

November 17, 2015

Ms. Jessica Price
ACLU of Southern California
1313 West 8th Street
Los Angeles, CA 90017

Re: ACLU Public Records Act Request

Dear Ms. Price:

We previously provided you with a copy of the August 17, 2011 non-disclosure agreement signed by a representative of the Anaheim Police Department at the request of the FBI. I recently became aware that another APD officer received and signed an identical letter of the same date. Although this contains no new information, I have enclosed a copy to ensure that you have all potentially responsive documents to the subject PRA request.

Sincerely,

Michael R.W. Houston, City Attorney

By: _____
Kristin A. Pelletier
Sr. Assistant City Attorney

Enclosure

200 S. Anaheim Blvd., Suite 356
Anaheim, California 92805

TEL (714) 765-5169
FAX (714) 765-5123

www.anaheim.net

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

August 17, 2011

Chad Meyer
Investigator
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805

Re: Purchase of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

Dear Investigator Meyer:

We have been advised by Harris Corporation of the Anaheim Police Department's request to purchase certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal and national security investigations. That is, disclosure of this information could result in the FBI's inability to protect the public from

terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation, and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including by not limited to: in press releases, in court documents, during judicial hearings, or during other public forums or proceedings. Accordingly, the Anaheim Police Department agrees to the following conditions in connection with its purchase and use of the Harris Corporation equipment/technology:

1. The Anaheim Police Department will ensure that operators of the equipment have met the operator training standards identified by the FBI and are certified to conduct operations.

2. The Anaheim Police Department will coordinate with the FBI in advance of its use of the wireless collection equipment/technology to ensure de-confliction of respective missions.

3. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) to the public, including to any non-law enforcement individuals or agencies.

4. The Anaheim Police Department will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) provided to it any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning the wireless collection equipment/technology or any software, manuals, or related technical documentation related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive, For Official Use Only - Not to be Disclosed Outside of the Anaheim Police Department."

5. The Anaheim Police Department shall not, in any civil or criminal proceeding, use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology including, but not limited to, during pre-trial matters, in search warrants and related affidavits, in discovery, in response to court ordered disclosure, in other affidavits, in grand jury hearings, in the State's case-in-chief, rebuttal, or on appeal, or in testimony in any phase of civil or criminal trial, without the prior written approval of the FBI. If the Anaheim Police Department learns that a District Attorney, prosecutor, or a court is considering or intends to use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology in a manner that will cause law enforcement sensitive information relating to the technology to be made known to the public, Anaheim Police Department will immediately notify the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise.

Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

In addition, the Anaheim Police Department will, at the request of the FBI, seek dismissal of the case in lieu of using or providing, or allowing others to use or provide, any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (beyond the evidentiary results obtained through the use of the equipment/technology), if using or providing such information would potentially or actually compromise the equipment/technology.

6. A copy of any court order in any proceeding in which the Anaheim Police Department is a party directing disclosure of information concerning the Harris Corporation equipment/technology and any associated software, operating manuals, or related documentation (including its technical/engineering description(s) and capabilities) will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B

Quantico, Virginia 22135
(703) 985-6840

7. The Anaheim Police Department will not publicize its purchase or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies, or other government agencies, including, but not limited to, in any news or press releases, interviews, or direct or indirect statements to the media.

8. In the event that the Anaheim Police Department receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities), the Anaheim Police Department will immediately notify the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135
(703) 985-6100

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135
(703) 985-6840

The Anaheim Police Department's acceptance of the above conditions shall be evidenced by the signature below of an authorized representative of the Anaheim Police Department.

Sincerely,

Amy S. Hess
Assistant Director
Operational Technology Division
Federal Bureau of Investigation

Acknowledged and agreed to this 17TH day of AUG, 2011.

Chad Meyer
Investigator
Anaheim Police Department
425 S. Harbor Boulevard
Anaheim, CA 92805